

NOTICE OF ELECTRONIC MEETING

Due to the Michigan Department of Health and Human Services (MDHHS) Emergency Epidemic Order requiring gathering restrictions and the Michigan Occupational Safety and Health Administration (MIOSHA) Emergency Rule 5.8 requiring remote-work where feasible in order to minimize the spread of the COVID-19 virus during the pandemic, and in accordance with the Open Meetings Act allowing electronic meetings, the Wyoming City Council meeting scheduled for Monday, December 7, 2020 at 7:00 p.m., will be held electronically. A copy of the full agenda for this meeting is available at <https://bit.ly/36yN3qC>.

Participate Via Zoom Meeting

The meeting will be conducted by Zoom. Those wishing to participate in the meeting may join the Zoom meeting online or by phone.

Online

Visit at

zoom.us/j/97273046093.

By Phone

Alternatively, those wishing to participate may call toll free.

1. Call [877.853.5257](tel:877.853.5257) or [888.475.4499](tel:888.475.4499)
2. When prompted, enter meeting ID number [972 7304 6093](tel:972.7304.6093) followed by the # key.

Watch Council Live

The meeting will also be shown live on WKTV (Comcast Cable Channel 26) and at wktv.org/live26.html.

Provide Public Comment

Those wishing to comment on agenda items or to raise other issues to the City Council may send written comments by e-mail, voice messages by phone, or online during the meeting. All written comments and all voice messages will be provided in full to all City Council members.

Email Comments – Email CityCouncilComments@wyomingmi.gov.

By Phone – Call 616.228.6179 to leave a voice message up to 3 minutes in length by 5:00 p.m. on the date of the meeting.

In Zoom Meeting – Follow the instructions above to join the zoom meeting. Public comment will also be taken during certain times at the meeting. If you are joining the meeting online or through the zoom app on a computer, click participants and use the raise hand during the public comment period. If you are joining the zoom meeting through a mobile device, click the more button and select raise hand. If you are calling in to the zoom meeting, press *9 to raise your hand during the public comment period.

Email City Council Members Directly – You can contact City Council members with their contact information provided at <https://bit.ly/2y6fYmS>.

Special Accommodations

Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the City Clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodación

Personas que deseen asistir a esta reunión y necesiten acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 or Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, DECEMBER 7, 2020, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Clarke Clemens, Resurrection Life Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Roll Call**
- 4) Student Recognition**
- 5) Approval of Minutes**
From the November 16, 2020 Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 8) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Appreciation to Dan Burrill
- 10) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 11) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - c) From City Clerk
 1. Board of Canvassers Certificate of Election
 2. Oath of Office
John Fitzgerald, Councilmember-At-Large
- 12) Budget Amendments**
- 13) Consent Agenda**
 - a) To Establish and Change Certain Regular City Council Meeting Dates in the 2021 Calendar Year
 - b) To Set Meeting Days and Times for the City of Wyoming Boards and Commissions
 - c) To Appoint Curtis Holt as a Representative of the City of Wyoming on the Grand Valley Metro Council Board

- d) To Rescind Resolution No. 26831
- e) To Schedule a Public Hearing Concerning the Proposed Vacation of Portions of Vangie Drive SW, Batt Drive SW and Southview Street SW Located West of Division Avenue South and North of Plaster Creek Boulevard SW (January 4, 2021 at 7:02 p.m.)

14) Resolutions

- f) To Certify the Election of Mayor Pro Tem for the City of Wyoming, Michigan
- g) To Extend a Mayoral Emergency Order Temporarily Allowing Outdoor Cooking at City Food-Service Establishments
- h) To Amend a Portion of the City of Wyoming Fee Schedule
- i) To Consider an Application from Bu Ho, Inc. for a New Class C Licensed Business to be Located at 55 28th Street SW, Wyoming 49509, Kent County

15) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts

- j) To Accept a Quote from System Specialties Company for the Purchase of Air Flow Meters and to Authorize the Mayor and City Clerk to Execute the Contract
- k) To Concur with Property Cleanup and to Authorize Payment to Young's Environmental Cleanup, Inc. (Budget Amendment No. 46)
- l) To Enter into a Software as a Service (SaaS) Agreement with Neighborly Inc. to Service Community Development Rehabilitation Loans
- m) To Accept Proposals from Fishbeck for Professional Architectural Services and to Authorize the Mayor and City Clerk to Execute the Contracts (Budget Amendment No. 44)
- n) To Accept a Proposal from Vos Glass, LLC for the Purchase and Installation of Windows and Doors and to Authorize the Mayor and City Clerk to Execute the Contract
- o) To Accept a Proposal from MED-1 Occupational Health Services to Provide Health Assessment Services and to Authorize the Mayor and City Clerk to Execute the Contract
- p) To Approve a Change Order for the Burlingame Water Storage Tanks Rehabilitation and Painting Project and to Authorize the Mayor and City Clerk to Execute the Change Order

16) Ordinances

- 17-20 To Amend Chapter 14 of the Code of Ordinances by Adding Article XIII to Regulate Mobile Food Vendor Businesses in the City and Provide Penalties for Violations of That Article (Final Reading)
- 18-20 To Amend Chapter 90 of the Code of Ordinances by Adding Section 90-331 in Article 3 (Final Reading)
- 1-21 To Amend Sections 2-403 and 2-423 of the Code of Ordinances to Modify Requirements to Serve on the Historical Commission and Community Enrichment Commission (First Reading)

17) Informational Material

18) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.

19) Closed Session (as necessary)

20) Adjournment

**PROCLAMATION
OF APPRECIATION TO DAN BURRILL
FOR HIS SERVICE AND DEDICATION TO THE
CITY OF WYOMING AND ITS CITIZENS**

WHEREAS, Dan Burrill was appointed by the City Council as the City of Wyoming Council Member-At-Large in December 2009, was elected by the citizens of Wyoming on November 2011 and served continuously and commendably until November 2020; and

WHEREAS, prior to and during his service as a councilmember, Dan Burrill generously served on various boards and commissions of the City of Wyoming, including the Zoning Board of Appeals and the Grand Valley Metropolitan Council; and

WHEREAS, Dan Burrill has dedicated many years to the residents of Wyoming by working daily and using his expertise towards the betterment of the community, and always kept the welfare of the residents of Wyoming first and foremost in making decisions.

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan, on behalf of the Wyoming City Council, do hereby express my sincere appreciation and gratitude to Dan Burrill for his dedicated and outstanding commitment to the City of Wyoming and its residents, and wish him the very best in all future endeavors.

*JACK A. POLL, MAYOR
City of Wyoming, Michigan
December 7, 2020*

KENT COUNTY, MICHIGAN
November 3, 2020
Statement of Votes & Certificate of Determination

Jurisdiction: **CITY OF WYOMING**

		Number of Votes
Council Member, At-Large	<u>Vote for not more than 1</u>	
John Fitzgerald	Received Fourteen thousand, fifty	14,050
Rob Arnoys	Received Ten thousand, eight hundred forty-one	10,841
Council Member, 2nd Ward	<u>Vote for not more than 1</u>	
Marissa K. Postler	Received Six thousand, seven hundred fifty-six	6,756
Council Member, 3rd Ward	<u>Vote for not more than 1</u>	
Robert Postema	Received Eight thousand, seven hundred one	8,701

The Board of Canvassers of the County of Kent, State of Michigan, having ascertained and canvassed the votes of the election held on Tuesday, November 3, 2020, does hereby certify and determine that the following candidates have been duly elected:

Council Member, At-Large

John Fitzgerald

Council Member, 2nd Ward

Marissa K. Postler

Council Member, 3rd Ward

Robert Postema

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the County of Kent, this 17th day of November 2020.

CERTIFY:

Jane E. Uyl
Chairperson
Pamela R. Richter
Fredric J. Overeen



ATTEST:

Lisa Posthumus Lyons

Lisa Posthumus Lyons – Clerk/Register of Deeds

November 17, 2020

Date

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH AND CHANGE CERTAIN REGULAR CITY COUNCIL
MEETING DATES IN THE 2021 CALENDAR YEAR

WHEREAS:

1. Public Act 267 of 1976 requires that the meeting dates of the City Council be publicly posted, listing the dates, times and places of all the regularly scheduled meetings for the 2021 calendar year.
2. On certain regularly scheduled meeting dates in 2021, the City and the Nation will celebrate holidays which conflict with the regular schedule.
3. It is deemed advisable to adjust the regular meeting schedule to accommodate holiday scheduling.

NOW, THEREFORE, BE IT RESOLVED:

1. That the regular meetings of the Wyoming City Council will be held on the first and third Mondays at 7:00 p.m., except in July, when the first meeting shall be on Tuesday, July 6 and September, when the first meeting shall be on Tuesday, September 7.
2. That the work sessions of the City Council shall be held on the second Monday of each month at 5:30 p.m.
3. That committee of the whole meetings of the City Council shall be called as needed.
4. That all dates for regular and work session meetings of the Wyoming City Council be as described on the attached schedules.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

**SCHEDULED MEETING DATES OF THE WYOMING CITY COUNCIL
REGULAR COUNCIL MEETINGS FOR THE YEAR 2021**

ALL MEETINGS BEGIN AT 7:00 PM AND ARE HELD IN THE WYOMING CITY HALL LOCATED AT 1155 28TH ST SW, WYOMING, MICHIGAN IN THE CITY COUNCIL CHAMBERS.

THE COMPLETE ADDRESS OF WYOMING CITY HALL IS 1155 28TH STREET SW, P.O. BOX 905, WYOMING, MICHIGAN 49509-0905.

REGULAR COUNCIL MEETING DATES

MONDAY, JANUARY 4, 2021
MONDAY, JANUARY 18, 2021

MONDAY, FEBRUARY 1, 2021
MONDAY, FEBRUARY 15, 2021

MONDAY, MARCH 1, 2021
MONDAY, MARCH 15, 2021

MONDAY, APRIL 5, 2021
MONDAY, APRIL 19, 2021

MONDAY, MAY 3, 2021
MONDAY, MAY 17, 2021

MONDAY, JUNE 7, 2021
MONDAY, JUNE 21, 2021

*** **TUESDAY, JULY 6, 2021** ***
MONDAY, JULY 19, 2021

MONDAY, AUGUST 2, 2021
MONDAY, AUGUST 16, 2021

*** **TUESDAY, SEPTEMBER 7, 2021** ***
MONDAY, SEPTEMBER 20, 2021

MONDAY, OCTOBER 4, 2021
MONDAY, OCTOBER 18, 2021

MONDAY, NOVEMBER 1, 2021
MONDAY, NOVEMBER 15, 2021

MONDAY, DECEMBER 6, 2021
MONDAY, DECEMBER 20, 2021

**SCHEDULED WORK SESSION MEETING DATES OF THE
WYOMING CITY COUNCIL FOR THE YEAR 2021**

ALL MEETINGS BEGIN AT 5:30 PM AND ARE HELD IN THE WYOMING CITY HALL
LOCATED AT 1155 28TH ST SW, WYOMING, MICHIGAN IN THE CITY COUNCIL
CHAMBERS.

THE COMPLETE ADDRESS OF WYOMING CITY HALL IS 1155 28TH STREET SW,
P.O. BOX 905, WYOMING, MICHIGAN 49509-0905.

WORK SESSION MEETING DATES

MONDAY, JANUARY 11, 2021

MONDAY, FEBRUARY 8, 2021

MONDAY, MARCH 8, 2021

MONDAY, APRIL 12, 2021

MONDAY, MAY 10, 2021

MONDAY, JUNE 14, 2021

MONDAY, JULY 12, 2021

MONDAY, AUGUST 9, 2021

MONDAY, SEPTEMBER 13, 2021

MONDAY, OCTOBER 11, 2021

MONDAY, NOVEMBER 8, 2021

MONDAY, DECEMBER 13, 2021

RESOLUTION NO. _____

RESOLUTION TO SET MEETING DAYS AND TIMES FOR THE
CITY OF WYOMING BOARDS AND COMMISSIONS

WHEREAS:

1. Section 2.113 of the City Code of Ordinances states that days and times of board and commission meetings shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. Wyoming City Council does hereby set the days and times for the Wyoming Boards and Commissions as listed on the attached schedule.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

2021 Boards & Commissions Calendar

Resolution No. _____

CITY OF WYOMING
BOARDS - COMMISSIONS - COMMITTEES
2021 MEETING SCHEDULE

BOARD OF REVIEW	
Tuesday, March 2, 1:00 p.m.– 4:00 p.m.	City Hall - 1155 28 th Street SW
Monday, March 8, 9:00 a.m. – 5:00 p.m.	
Tuesday, March 9, 1:00 p.m. – 9:00 p.m.	
Wednesday, March 10, 9:00 a.m. – 5:00 p.m.	
Thursday, March 11, 9:00 a.m. – 1:00 p.m.	
Tuesday, July 20, 2:00 p.m. – 5:00 p.m.	
Tuesday, December 14, 2:00 p.m. – 5:00 p.m.	
BUILDING AUTHORITY	
At the call of the Chair	City Hall - 1155 28 th Street SW
COMMUNITY DEVELOPMENT COMMITTEE	
At the call of the Chair	City Hall - 1155 28 th Street SW
COMMUNITY ENRICHMENT COMMISSION	
7:00 p.m. on the 3 rd Tuesday of each month (no meeting in June, July and August)	City Hall - 1155 28 th Street SW
CONSTRUCTION BOARD OF APPEALS	
3:00 p.m. on the 2 nd Monday of each month at the call of the Chair	City Hall - 1155 28 th Street SW
DOWNTOWN DEVELOPMENT AUTHORITY	
7:30 a.m. on the 2 nd Tuesday of January, April, July, and October	City Hall - 1155 28 th Street SW
ECONOMIC DEVELOPMENT CORPORATION AND BROWNFIELD REDEVELOPMENT AUTHORITY	
4:00 p.m. on the 4 th Monday: January, April, July, and October	City Hall - 1155 28 th Street SW
ELECTION COMMISSION	
At the call of the City Clerk	City Hall - 1155 28 th Street SW
GREATER WYOMING COMMUNITY RESOURCE ALLIANCE	
9:00 a.m. on the 4 th Tuesday of each month	City Hall - 1155 28 th Street SW
HEALTH INSURANCE TRUST BOARD	
3:00 p.m. on the 3 rd Monday of each month	City Hall - 1155 28 th Street SW
HISTORICAL COMMISSION	
6:30 p.m. on the 3 rd Wednesday of each month (no meeting in December)	Wyoming Public Library - 3350 Michael SW
HOUSING BOARD OF APPEALS	
7:00 p.m. on the 1 st Thursday of each month at the call of the Chair	City Hall - 1155 28 th Street SW
HOUSING COMMISSION	
1:00 p.m. on the 3 rd Tuesday: January 19, March 16, May 18, August 17, October 19, December 21	Housing Commission - Westwood Apartments 2450 36 th Street SW
OFFICERS COMPENSATION COMMISSION	
In every odd-numbered year at the call of the Chair	City Hall - 1155 28 th Street SW
PARKS AND RECREATION COMMISSION	
7:00 p.m. on the 2 nd Wednesday of each month (no meeting in July & Aug.)	City Hall - 1155 28 th Street SW
PLANNING COMMISSION	
7:00 p.m. on the 3 rd Tuesday of each month	City Hall - 1155 28 th Street SW
RETIREMENT BOARD	
3:00 p.m. on the 3 rd Monday of each month	City Hall - 1155 28 th Street SW
TREE COMMISSION	
12:30 p.m. on the 2 nd Monday of each month	City Hall – 1155 28 th Street SW
WATER SYSTEM ADVISORY COUNCIL	
4:00 p.m. on the 1 st Wednesday: March 3, June 2, September 1, December 1	City Hall – 1155 28 th Street SW
WKTV COMMISSION	
6:00 p.m. on the 1 st Tuesday of each month	WKTV - 5261 Clyde Park Avenue SW
ZONING BOARD OF APPEALS	
1:30 p.m. on the 1 st and 3 rd Monday of each month	City Hall - 1155 28 th Street SW

** NOTICE GIVEN PURSUANT TO PUBLIC ACT 267, OF 1976, AS AMENDED, BEING MCL 15.261
For further information regarding a scheduled meeting, contact the office of the City Clerk at 1155 28th St. SW, Wyoming, MI 49509-0905. Phone 616-530-7296.

RESOLUTION NO. _____

RESOLUTION TO APPOINT CURTIS HOLT AS A REPRESENTATIVE
OF THE CITY OF WYOMING ON THE
GRAND VALLEY METRO COUNCIL BOARD

WHEREAS:

1. The City of Wyoming has full membership in the Grand Valley Metro Council and as such may appoint representatives to serve on its various boards and committees.
2. It is the desire of the Wyoming City Council to appoint Wyoming City Manager Curtis Holt to replace former Deputy City Manager Megan Sall as a Wyoming representative to the Grand Valley Metro Council of Directors.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate Wyoming City Manager Curtis Holt as a representative of the City of Wyoming on the Grand Valley Metro Council Board of Directors.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO RESCIND RESOLUTION NO. 26831

WHEREAS:

1. The City Council of the City of Wyoming adopted Resolution No. 26831 on November 16, 2020, expressing appreciation to Kenneth Sommerdyke for his service as a member of the Board of Directors of the Economic Development Corporation and Brownfield Redevelopment Authority of the City of Wyoming.
2. The City Clerk has been informed that Resolution No. 26831 was presented in error and Mr. Sommerdyke continues to serve on the City of Wyoming Economic Development Corporation and Brownfield Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. Resolution No. 26831, dated November 16, 2020, is hereby rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING CONCERNING THE PROPOSED
VACATION OF PORTIONS OF VANGIE DRIVE SW, BATT DRIVE SW AND
SOUTHVIEW STREET SW LOCATED WEST OF DIVISION AVENUE SOUTH AND
NORTH OF PLASTER CREEK BOULEVARD SW

WHEREAS:

1. On November 17, 2020, following a public hearing, the Wyoming Planning Commission, recommended that the unbuilt right-of-way for Vangie Drive SW, Batt Drive SW and Southview Street SW lying west of Division Avenue S and north of Plaster Creek Boulevard SW in the City of Wyoming, as more particularly described and depicted on the attached Exhibit A (the “Described ROW”), be vacated.
2. There are existing underground public and private utilities within the Described ROW.
3. The Wyoming City Council wishes to hold a public hearing concerning the proposed vacation.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council will hold a public hearing on the proposed vacation of the Described ROW at 7:02 p.m. (or as soon after that as it can occur), Monday, January 4, 2021.
2. That meeting and the public hearing may be held remotely, in-person, or partially remotely and partially in-person. Those wishing to comment on the proposed vacation may do so during the public hearing by following instructions on meeting’s agenda posted on the city’s website:

<https://www.wyomingmi.gov/About-Wyoming/City-Government/Meetings/Public-Meetings>.

Alternatively, persons may comment in writing by United States mail or other delivery to:

Wyoming City Council, 1155 28th St SW, PO Box 905, Wyoming, MI 49509-0905

Or, by e-mail to:

CouncilMeetingComments@wyomingmi.gov

Or by voice message up to 3 minutes long at:

616.228.6179

Comments received before 5:00 p.m. the day of the hearing will be forwarded to all Council Members before that meeting or provided at that hearing.

Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the City Clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodación: Personas que deseen asistir a esta reunión y necesiten acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 or Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT: Exhibit A – Description and Depiction of Proposed Vacation (“Described ROW”)

Resolution No. _____

Exhibit A

EXHIBIT "A"

FOR: CITY OF WYOMING

DATE: 9-30-20

PROJECT NO: 20067 B

RE: BATT DRIVE VACATION

DESCRIPTION: THAT PART OF BATT DRIVE LYING WITHIN PLASTER CREEK BOULEVARD ADDITION, SECTION 12, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT OF CURVATURE ON THE SOUTH LINE OF LOT 24, BEING 60.5 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WEST LINE OF BATT DRIVE TO THE SOUTHEAST CORNER OF LOT 21; THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 21 EXTENDED TO THE EAST LINE OF BATT DRIVE; THENCE SOUTHERLY ALONG THE EAST LINE OF BATT DRIVE TO A POINT OF TANGENCY ON THE SOUTH LINE OF OUTLOT A, SAID POINT BEING 206.5 FEET FROM THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF PLASTER CREEK BOULEVARD TO THE POINT OF BEGINNING.



mbn
 meyers, buche & nies, inc.
 civil engineers/surveyors
 1638 leonard st nw
 grand rapids, mi 49504
 616-457-5030
 fax 616-457-8244

LEGEND

PORTION TO BE VACATED
 WOOD STAKE (SET)
 IRON STAKE (SET)
 IRON STAKE (FOUND)
 FENCE
 M = MEASURED
 P = PLATTED



THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE RESORTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

SCALE: 1"=100'

EXHIBIT "A"

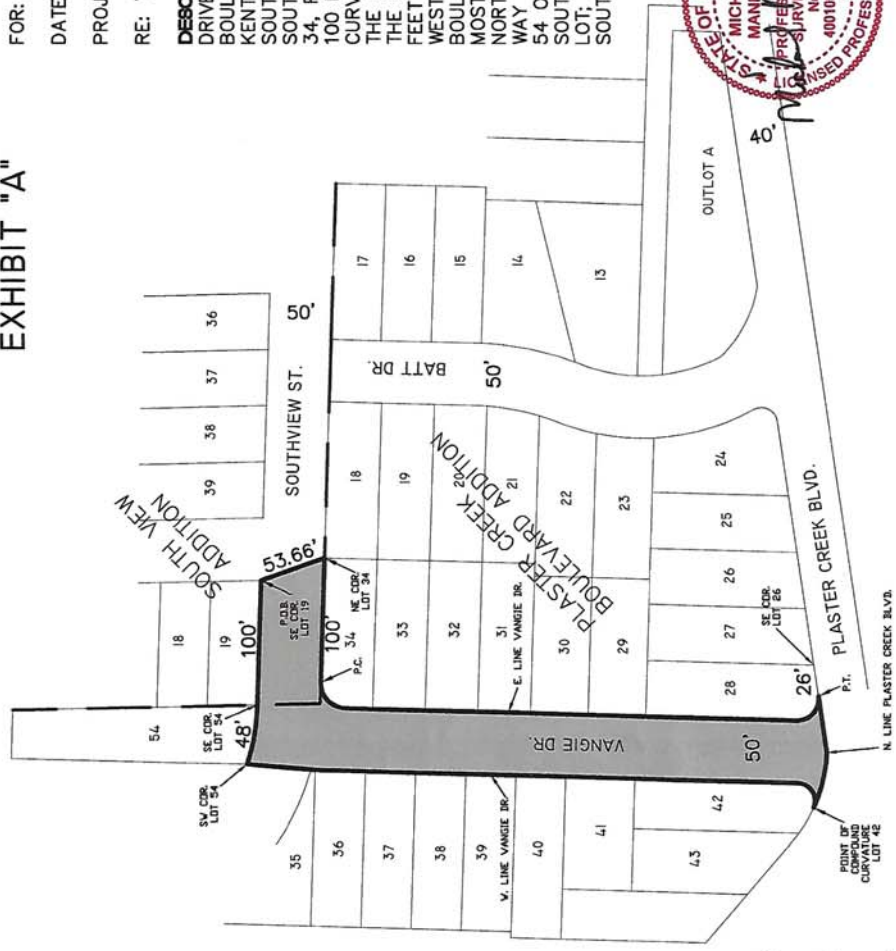
FOR: CITY OF WYOMING

DATE: 9-30-20

PROJECT NO: 20067 VS

RE: VANGIE DR. - SOUTHWIEW ST. VACATION

DESCRIPTION: THAT PART OF SOUTH VIEW STREET AND VANGIE DRIVE LYING WITHIN SOUTH VIEW ADDITION AND PLASTER CREEK BOULEVARD ADDITION, SECTION 12, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 19, SOUTH VIEW ADDITION; THENCE SOUTHEASTERLY 53.66 FEET TO THE NORTHEAST CORNER OF LOT 34, PLASTER CREEK BOULEVARD ADDITION; THENCE WESTERLY 100 FEET ALONG THE NORTH LINE OF SAID LOT TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE EAST LINE OF VANGIE DRIVE TO A POINT OF TANGENCY ON THE SOUTH LINE OF LOT 28 OF SAID PLAT, SAID POINT BEING 26 FEET FROM THE SOUTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE NORTH LINE OF PLASTER CREEK BOULEVARD TO A POINT OF COMPOUND CURVATURE, BEING THE MOST SOUTHERLY CORNER OF LOT 42 OF SAID PLAT, THENCE NORTHEASTERLY AND NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF VANGIE DRIVE TO THE SOUTHWEST CORNER OF LOT 54 OF SAID PLAT; THENCE EASTERLY 48 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WESTERLY 100 ALONG THE SOUTH LINE OF LOT 19, SOUTH VIEW ADDITION, TO THE POINT OF BEGINNING.



THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

SCALE: 1"=100'

meyers, buche & nies, inc.
civil engineers/surveyors
1638 leonard st nw
grand rapids, mi 49504
616-457-5030
fax 616-457-8244

LEGEND

- PORTION TO BE VACATED
- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- M = MEASURED
- P = PLATTED

RESOLUTION NO. _____

A RESOLUTION TO CERTIFY THE ELECTION
OF MAYOR PRO TEM
FOR THE CITY OF WYOMING, MICHIGAN

WHEREAS:

1. The City Charter provides in Section 4.4 for the election of a Mayor Pro Tem by a majority of the City Council at the first meeting following the regular City election, after the newly-elected members take office.
2. In the absence or disability of the Mayor, the Mayor Pro Tem shall perform the duties of the Mayor.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby certify the election of Councilmember _____ to the Office of Mayor Pro Tem by a majority vote of the City Council for a term expiring at the first City Council meeting following the next regular City election.

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO EXTEND A MAYORAL EMERGENCY ORDER TEMPORARILY
ALLOWING OUTDOOR COOKING AT CITY FOOD-SERVICE ESTABLISHMENTS

WHEREAS:

1. As a result of the COVID-19 pandemic, the Michigan Department of Health and Human Services imposed restrictions on gatherings and limiting occupancy of food-serving establishments, the Michigan Occupational Health and Safety Administration issued emergency rules for workplace safety, and the United States Centers for Disease Control and Prevention and the Kent County Health Department have advised about risks of COVID infection while dining at food-serving establishments.
2. Local food-serving establishments are struggling to stay financially viable and to provide for their employees.
3. Under Chapter 46, Article IV of the Code of Ordinances, Wyoming, Michigan (the "City Code"), on December 2, 2020, Mayor Poll proclaimed a civil emergency ("emergency proclamation") in the City due to the COVID-19 pandemic and also issued an emergency order regarding outdoor cooking at existing city food-serving establishments (as defined in that order) during that civil emergency (the "December emergency order").
4. Chapter 46, Article IV of the City Code provides that the emergency proclamation and emergency order expire 30 days after issuance unless extended by a City Council resolution.
5. The City Council believes an extension of the December emergency orders is in the best interests of City residents and businesses.

NOW, THEREFORE, BE IT RESOLVED:

1. The December emergency order is extended until the earliest of any of the following:
 - A. May 31, 2021.
 - B. Rescission by a City Council resolution on the date stated in that resolution.
 - C. Subsequent mayoral order rescinding or superseding either emergency order.
 - D. Expiration or other termination of the emergency proclamation
2. All resolutions and parts of resolutions are, to the extent conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Emergency Order

Resolution No. _____

MAYORAL EMERGENCY ORDER ALLOWING TEMPORARY OUTSIDE COOKING

WHEREAS:

1. As a result of the COVID-19 pandemic during which over 360,000 Michigan residents and over 32,000 Kent County residents have been infected by the virus with over 9,100 persons in Michigan and over 330 in Kent County, succumbing to it, the Michigan Department of Health and Human Services has issued emergency orders limiting occupancy of restaurants and the Michigan Occupational Health and Safety Administration issued emergency rules to protect workers.
2. Owners of food-serving establishments (defined for purposes of this order to mean a restaurant or other establishment that (i) at the time of onset of the pandemic, served food for on-site consumption, (ii) has inside seating but, due to pandemic-related orders or rules, its inside seating capacities or other on-site activities are limited or precluded, (iii) is adding menu items to increase take-out or other customers, and (iv) the added menu items require use equipment that cannot be accommodated inside without significant modifications that could be too time-consuming to provide financial relief during the pandemic) are scrambling to stay financially solvent and to provide for their employees during the pandemic.
3. A proclamation of civil emergency was issued for Wyoming due to the COVID-19 pandemic, which was last extended until May 31, 2021, by a November 16, 2020 City Council resolution.
4. At least one food-serving establishment owner wishes to expand menu offerings by cooking some items outdoors that cannot be cooked inside with that restaurants current cooking facilities.
5. While the city has procedures that can result in approvals of outdoor cooking, those procedures could require delay implementation of outdoor cooking.

THEREFORE:

Under the authority provided the Mayor under Chapter 46, Article IV of the Code of Ordinances, Wyoming, Michigan, I order the following with respect to installation and use by already existing food-serving establishments in the City of Wyoming of temporary outside cooking facilities on the same property on which the food-serving establishment is currently located during the time that the city's emergency proclamation as extended by the City Council remains in place.

1. Such outside cooking facilities may be installed and used in the city after review and approval under this order.
2. The review shall be initiated by applying for plan review to the City's planning office with the following information. (Applicants are encouraged to consult with planning staff, the Fire Marshal, or other appropriate City staff before preparing an application to ascertain what issues to address in the application.)
 - A. No fee is required for this review and approval.
 - B. A plan, drawing or aerial photo (such as from a Google map) that shows the following information:
 1. The following: (i) the establishment's name and address, (ii) the name, address, telephone number, and e-mail address of the person(s) preparing the drawing, (iii) the name, address, telephone number, and e-mail address of the applicant's representative(s), (iv) the date(s) of the plan and any revisions (month, day, year), and (v) the page number/total number of pages.
 2. A reasonable scale and north arrow.
 3. Existing lot lines, building footprints with entrances and exits labeled, structures, fences, signs, driveways, parking areas and other site improvements.

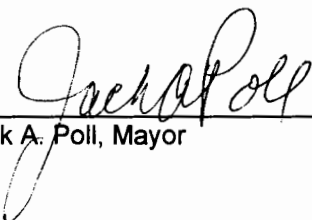


CITY COUNCIL

Sheldon DeKryger Dan Burrill Kent Vanderwood Marissa Postler Robert Postema Sam Bolt

Jack A. Poll, Mayor

4. The proposed location and layout of the temporary outside cooking facilities on the site.
 5. Details about the type, size, fuel source, photos and other information about those facilities needed to review their safe placement and use.
 - C. A narrative detailing anticipated menu items to be cooked outside.
 - D. If the applicant is not the property owner, the written consent of the property owner.
 - E. If any state or county approvals are needed, evidence of those approvals or of applications for those approvals.
 - F. A statement committing to removing the temporary facilities upon the expiration or other termination of this order (as it may be extended by resolution of the City Council) or as otherwise provided by law.
 - G. Any information, commitments or other information needed to ensure compliance with applicable fire and construction codes to ensure the outdoor cooking can safely occur.
3. City planning staff, in consultation with other City staff that the planning staff deems necessary, will review the application for compliance with this order and with requirements not suspended by this order. That review will occur, and the application approved, approved with conditions, or denied, reasonably promptly by planning staff working its assigned work schedule. City personnel will take all steps reasonably needed to approve such temporary cooking facilities to the extent they comply with this order and can be installed and used in a reasonably safe manner.
 4. Front yard, rear yard, side yard, parking, landscaping, and other provisions of the city's zoning ordinance that might impede with rapid approval, installation, and use of such temporary outside cooking facilities will not apply during the time they are permitted under this order as it may be extended by City Council resolution.
 5. Any city requirements for outside cooking facilities that conflict with this order are, to the extent of that conflict, suspended while this order is in effect.
 6. This order shall remain in effect until the earliest of any of the following:
 - A. 30 days after the date of this order, unless extended by a City Council resolution.
 - B. If rescinded by resolution of the City Council, on the date stated in that resolution.
 - C. By a subsequent mayoral order rescinding or superseding this order.
 - D. When the proclaimed local civil emergency related to the COVID-19 pandemic as extended by City Council resolution expires or is otherwise terminated.
 - E. When a court of competent jurisdiction determines that the proclamation of local civil emergency or this order is invalid.
 7. All temporary facilities, uses, and activities installed or engaged in under this order must be discontinued and removed upon the expiration, rescission or other termination of this order.
 8. A violation of this order is a misdemeanor punishable as provided in section 1-26 of the Code of Ordinances, City of Wyoming, Michigan.
 9. This order shall take immediate effect.
 10. A copy of this order shall be disseminated by posting on the City's website and as the City Manager directs.



Jack A. Poll, Mayor

Date: December 2, 2020

RESOLUTION NO. _____

RESOLUTION TO AMEND A PORTION OF THE
CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes by resolution certain fees.
2. From time to time information related to fees is reviewed to ensure they cover related costs.
3. Section X of the existing Fee Schedule is in need of amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to Section X - Utilities effective January 1, 2021.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2020.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:

Proposed Fee Schedule

ALL CHANGES ARE IN BOLD

X - UTILITIES

These fees will be effective as of **January 1, 2021**

WASTEWATER PENALTIES

Concentration Level	Primary, Secondary and Tertiary Pollutants Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
0-Limit (x)	No penalty	No penalty	No penalty	No penalty
>1(x) - 2(x)	\$56.87	\$113.74	\$170.64	\$227.51
>2(x) - 3(x)	113.74	227.51	341.26	455.02
>3(x) - 4(x)	170.64	341.26	511.90	682.53
>4(x)	284.38	568.77	853.16	1,000.00**

(x) Individual limits as listed in Sections 86-292 (b) (1) (b) and 86-292 (b) (2) (b) and 86-292 (b) (3) (b), General Maximum Limits for Primary, Secondary and Tertiary Toxic Pollutants.

pH	pH Penalty Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
5.0 - 10.5	No penalty	No penalty	No penalty	No penalty
4.0 - 4.9	\$17.08	\$34.14	\$51.20	\$68.27
3.0 - 3.9	45.50	91.00	136.51	182.01
0 - 2.9	85.32	170.64	341.26	853.16
10.6 – 10.9	17.08	34.14	51.20	68.27
11.0 - 11.9	45.50	91.00	136.51	182.01
≥ 12.0	85.32	170.64	341.26	853.16

*Based on average day for previous quarter

** Maximum penalty allowed by law

TREATED GROUNDWATER DISCHARGE

The following fees for treated groundwater discharges to the POTW are established:

(1) Permit fee, per permit issuance	199.07
(2) Inspection fee, per inspection	170.64

WASTEWATER SURCHARGE RATES

BOD	Up to 460 mg/L	> 460 mg/L
Rate/lb.	\$0.00	\$0.174
SS	Up to 260 mg/L	> 260 mg/L
Rate/lb.	\$0.00	\$0.268
Phosphorus	Up to 12 mg/L	> 12 mg/L
Rate/lb.	\$0.00	\$3.180
Oil and Grease	Up to 91 mg/L	> 91 mg/L
Rate/lb.	\$0.00	\$0.118
Ammonia	Up to 32 mg/L	> 32 mg/L
Rate/lb.	\$0.00	\$0.420

INSTALLATIONS

Water Meters*:

Meter Size	Charge
5/8 inch	\$ 224.09
1 inch	298.04

*For water meters larger than 1 inch, actual cost plus 10% will be charged.

Water Service Installation to Stop Box Only

1"	1,750.00
1.5"	2,727.00
2"	2,727.00

Watermain Tapping Actual cost plus 25%

Water System Development Charge
by tap size

1 inch	1,308.18
1 ½ inch	4,174.82
2 inch	5,221.36
3 inch	11,728.14
4 inch	31,237.13
6 inch	78,058.68
8 inch	104,074.40
12 inch	148,939.40

Sewer System Development Charge
by water tap size

1 inch	1,301.36
1 ½ inch	4,166.84
2 inch	5,192.92
3 inch	11,687.18
4 inch	31,119.95
6 inch	77,831.17
8 inch	103,770.70
12 inch	155,649.80

WATER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public water service. Ready-to-Serve Charge will be assessed whether or not the water meter is installed and whether or not water is being used. The ready-to-serve is not charged if the water lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges
5/8 inch	\$ 24.01
1 inch	49.24
1 1/2 inch	105.67
2 inch	163.32
3 inch	283.40
4 inch	529.58
6 inch	1,090.83
8 inch	1,836.09

Water commodity rate (in addition to Readiness to Serve Charge):
Quantity steps applicable rate, per 100 cubic feet: \$1.48

SEWER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public sewer service. Ready-to-Serve Charge will be assessed whether or not sewer is being used. The ready-to-serve is not charged if the sewer lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges
5/8 inch or no meter	\$ 17.96
1 inch	31.35
1 1/2 inch	58.19
2 inch	84.96
3 inch	205.60
4 inch	339.66
6 inch	674.70
8 inch	1,009.77
12 inch	1,551.32

Sanitary Sewer commodity rate (in addition to Readiness to Serve Charge):
per 100 cubic feet (hereinafter referred to as billing unit) of water use per quarter: \$2.94

Residential sewer billing units shall be determined by using 1.15 times the water use for the winter quarter which is hereby defined as any 3 months between November 1 and April 30. However, when the winter quarter use is less than 10 billing units, then 10 billing units shall be used. Provided, however, that in no case shall the billing units for sewer be greater than the total water use for any particular quarter.

Effective **January 1, 2021**, the minimum charge per quarter for those residential sewer users not served by the City's water system shall be \$47.04 plus the applicable Ready to Serve Charge.

LATE CHARGE

A penalty of 10% of current charges for water and sewer will be added to any bill paid after the due date on the bill.

Customers with sewer only service shall have a service charge of 1 ½ percent per month assessed on the unpaid balance for that delinquent portion of their bill which becomes a lien placed on the property tax roll.

FIRE SPRINKLER CONNECTION

(per year charge applicable to unmetered connections):

4 inch and smaller connections to City main	\$ 164.96
6 inch connection to City main	519.88
8 inch connection to City main	883.88
10 inch connection to City main	1,820.08
12 inch connection to City main	2,959.88

MISCELLANEOUS FEES

Cash deposit for Section 86.43(4)	150.00
Collection Cost Recovery Fee	40.00
Deposit for Hydrant Backflow Preventor	500.00
Water Construction Fee (60 days)	74.00
Pool Filling Permit:	
Homeowner and contractor	74.00
Miscellaneous Hydrant Usage:	
Used one day	74.00
Used after first day	74.00
Plus metered usage at current water rate, plus 100%	
Unauthorized hydrant use, penalty of	500.00
Unauthorized water use, penalty of	500.00

NPDES Permit Treated Groundwater

The permit fee for treated groundwater discharge shall be
\$.08 per 100 cubic feet.

WASTE HAULERS

The following fees for waste haulers permitted to discharge to the POTW are established.
Fees shall be assessed quarterly.

Leachate haulers Treatment Fee, per 100 cubic feet discharged \$8.98

Miscellaneous waste haulers including septage haulers:
(to be paid in advance)

\$80.47 per 1000 gallons per load, or fraction thereof

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION NO. _____

At a Regular meeting of the Wyoming City Council
(Regular or Special) (Township Board, City or Village Council)

called to order by _____ on December 7, 2020 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Bu Ho, Inc. for a new Class C licensed business to be located at 55 28th Street SW, Wyoming, 49509, Kent County

be considered for Approval "above all others"
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

Recommended for issuance.
(Recommended or not Recommended)

State of Michigan)

County of Kent)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Wyoming City Council at a Regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on December 7, 2020.
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

Kelli A. VandenBerg, City Clerk
City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509-0905

Resolution No. _____

STAFF REPORT

Date: December 2, 2020

Subject: Class C Liquor License Application
Bu Ho, Inc., 55 28th Street SW

From: Kelli A. VandenBerg, City Clerk

Council Meeting Date: December 7, 2020

Bu Ho, Inc. (d/b/a Seoul BBQ Korean Restaurant) has applied for a new Class C liquor license for a new business to be located at 55 28th Street SW. Owner/Operator Scott Lee owned and operated Seoul Garden Restaurant in Kentwood for nearly 25 years and now wishes to open a location in Wyoming.

A review of the application was requested from the Police Department, City Treasurer, Chief Building Official and the City's Development Review Team. All entities have reviewed the application and are recommending approval.

I have drafted a resolution to approve the application in the required Liquor Control Commission format for City Council's consideration.

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

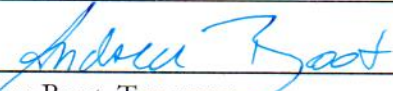
APPLICANT(S): BU HO, INC. D/B/A: SEOUL BBQ KOREAN RESTAURANT	PROPOSED LICENSE LOCATION: 55 28 TH STREET SW WYOMING, MI 49509
LICENSE TYPE: CLASS C	

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Chapter 14, Article 4 of the City Code and find the application(s) are in good standing with the City.

Yes No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)



Andrea Boot, Treasurer


Date: 9/29/2020

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): BU HO, INC. D/B/A: SEOUL BBQ KOREAN RESTAURANT	PROPOSED LICENSE LOCATION: 55 28 TH STREET SW WYOMING, MI 49509
LICENSE TYPE: CLASS C	

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS IS NOT in compliance with Chapter 14, Article 4 of the City Code.



Robert Brackett, Building Official

Date: 10-1-20

Liquor License Review

City of Wyoming Building Inspections Department

The dining area shall have an interior seating capacity to serve a minimum of 50 persons calculated using 15 square feet per person.

Dining area dimensions x = 1774 Sq. Ft. / 15

Seating capacity = 118 occupants *Dinning Seating proposed 90*

Counter space or bar space for the dispensing of alcoholic beverages shall not exceed 20 percent of the seating capacity for all dining areas.

Dining room seating capacity = 118 x 20% = 23 allowable seats at the bar.

Proposed bar seating = 12 seats.

The combined kitchen and food storage facilities shall have a square footage equal to at least 50 percent square footage for all dining areas

Dining area square footage = 1774 Sq. Ft. x 50% = 887

Kitchen area dimensions = x = 1286 Sq. Ft.

Liquor License Applicant Property Address: _____

11

LIQUOR LICENSE APPLICATION – DEPARTMENT REVIEW

APPLICANT(S): BU HO, INC. D/B/A: SEOUL BBQ KOREAN RESTAURANT	PROPOSED LICENSE LOCATION: 55 28 TH STREET SW WYOMING, MI 49509
LICENSE TYPE: CLASS C	

DEVELOPMENT REVIEW TEAM

The Development Review Team has reviewed the application for the proposed liquor license and recommend

- approval
 denial

of the license application by the City Council.

Comments: Fire will require additional information about the occupancy calculations and building fire systems.

(Explain recommendation for denial)



10/19/2020

Development Review Team

Date: _____

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): BU HO, INC. D/B/A: SEOUL BBQ KOREAN RESTAURANT	PROPOSED LICENSE LOCATION: 55 28 TH STREET SW WYOMING, MI 49509
LICENSE TYPE: CLASS C	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided by Chapter 14, Article 4 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No



Kimberly S. Koster, Director of Public Safety

Date: 11/10/2020

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM SYSTEM SPECIALTIES COMPANY
FOR THE PURCHASE OF AIR FLOW METERS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, System Specialties Company has provided the City a quote for the purchase of aeration flow meters at a cost of \$3,612.00 each.
2. It is recommended the City Council authorize the purchase of three air flow meters at a total estimated cost of \$10,836.00.
3. Funds are available in the sewer fund account #590-590-54300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from System Specialties Company for the purchase of aeration air flow meters.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: November 19, 2020
Subject: Purchase of Three Air Flow Meters
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: December 7, 2020

RECOMMENDATION:

It is recommended that the City Council approve the quote as provided by System Specialties Company for three aeration air flow meters in the amount of \$10,836.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Clean Water Plant.

DISCUSSION:

The Clean Water Plant uses aeration as the secondary treatment process in which blowers add air into the wastewater to allow aerobic biodegradation of pollutant components. Aeration is integral to the treatment process and provides life-sustaining air to the plant's biological treatment system.

Three aeration air flow meters are used in this process to measure the quantity of air being added to the wastewater. These instruments provide valuable feedback to the plant SCADA system which allows for blower air output control and maximizes efficiency. All three aeration air flow meters have reached the end of their life expectancy and need to be replaced.

Contact was made with several instrumentation suppliers that offer aeration air flow meters. Each supplier was provided with the information required for the replacement of the instruments. Two suppliers made site visits to review the existing installation and three suppliers provided quotes for replacement. The three quotes are as follows:

System Specialties Company	\$10,836.00
Midwest Municipal Instrumentation	\$14,367.42
Forberg Scientific/Smith Instrument	\$15,385.35

Upon review of the quotes received, System Specialties Company was found to meet the necessary replacement requirements and was also the lowest quote. Therefore, it is recommended the City Council approve the quote from System Specialties Company in the amount of \$10,836.00.

BUDGET IMPACT:

Adequate funds are available in the Sewer Fund Account #590-590-54300-775.000.

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)

This Contract is made as of the Effective Date between the City and the Contractor.

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"Effective Date" means: October 21, 2020.

"Items" means the parts, equipment or other items or services the City is purchasing from the Contractor as itemized in the Proposal.

"Proposal" means the Contractor's proposal attached as Exhibit B.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Contract Standard Terms and Conditions."

"Contractor" means: Systems Specialties Company
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
390 Enterprise Court, Ste. 200
[Contractor's street address]
Bloomfield Hills, MI 49302
[Contractor's city, state & zip]

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the services and items as detailed in the Proposal.
2. The City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph Contractor is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

None
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Contractor.

The City and Contractor have signed this Contract as of the Effective Date.

CITY OF WYOMING

Systems Specialties Company

By: _____
Jack A. Poll, Mayor

By: Kurt Somsal
[Signature officer, director or principal of Contractor]
Kurt Somsal - Vice President
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: November 9 2020

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions ("Standard Terms") apply to any contracts to which the City of Wyoming (the "City") is a party ("City Contract") unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or below, the party contracting with the City ("Contractor") attests it complies with and will comply with these Standard Terms.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. **Permits and Inspections.** Unless the City Contract or the Proposal states otherwise, Contractor will, without expense to the City, obtain all licenses and permits required to lawfully perform the work under the City Contract and furnish copies of those licenses and permits to the City before commencing work. Contractor will also ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

5. **Qualifications.** Contractor represents and promises that:

A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. **Nondiscrimination.** Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" includes sexual orientation and gender identity or expression. "Gender identity or expression" means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. "Sexual orientation" means the term as defined by Michigan Civil Service Commission Rule 9-1. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eeoc.gov/>).

7. **Ethical Standards.** Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any change in this circumstance.

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17. Insurance.

<p>COMMERCIAL GENERAL LIABILITY</p> <p>Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations</p> <p>Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p>
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<p>AUTOMOBILE LIABILITY INSURANCE</p> <p>Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence</p>
<p>WORKERS' DISABILITY COMPENSATION</p> <p>Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>EXCESS/UMBRELLA INSURANCE</p> <p>Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>
<p>ADDITIONAL INSURED</p> <p>If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.</p>

If the City requests, Contractor will provide to the City Purchasing Department copies of certificates of insurance, policies and endorsements.

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ACKNOWLEDGEMENT

Contractor acknowledges receiving these Standard Terms and, unless modified by the City Contract, (i) they apply to the City Contract and Contractor's work, (ii) Contractor complies and will comply with them, and (iii) the City is relying on them.

EXHIBIT B



Quotation

Quote Number: 971701366

Quote Date: 10/21/2020

Valid for: 30 Days

Requested Date: 10/19/2020

Estimated Ship ARO: 4 Weeks

Terms: Net 30

Freight: Prepaid and Add FOB Monterey

Quotation Provided By

Systems Specialties Company
 390 Enterprise Court
 Bloomfield Hills, MI 49302
 Phone: 248-332-0099 Fax: 248-849-0222

Customer Ship To:

City of Wyoming Clean Water Plant
 2350 Ivanrest Ave SW
 Grandville, Michigan 49418
 ATTN: Dan Kleinheksel
 Phone Fax:

Customer Bill To:


City of Wyoming Clean Water Plant
 2350 Ivanrest Ave SW
 Grandville, Michigan 49418

Please Address Orders to:

Systems Specialties Company
 singman@syssspec.com
 390 Enterprise Court
 Bloomfield Hills, MI 49302

Notes:

We are pleased to submit the following quotation for your review. If you have any questions concerning this quotation, please contact our office to assist you.

Item	UoM	Qty	Part Number Description	Unit Price	Ext. Price
	Each	3	Model: 454FTB-12-HT	\$3,612.00	\$10,836.00
			Part Number: 756053-A-32-F-1-A-000-R-01-A-015-B-0537		
			REF: 971701366B		
			F1 (A) Directly Attached Dual-Chamber Enclosure, AC-Power, LCD/Keypad		
			F2 (32) FD2, Alloy C-276 Sensor/316L Stainless Steel Support		
			F3 (F) 316L Stainless Steel 18" Long Sensor Support, 3/4" Diameter		
			F4 (1) Standard Temperature Compensation (STC) over process temperature range of -40°C to +125°C		
			F5 (A) No Flange connection		
			F6 (000) U Dimension Length = 0 inches		
			F7 (R) 12,000 (56) SPPM (NMPS) Gas Velocity Data Range		
			F8 (01) Laboratory Gas for Air at Ambient		
			F9 (A) Increased Safety: cETLus, ATEX and IECEX, Aluminum Enclosures Type 4, IP66		
			F10 (015) Process Absolute Pressure is (15) PSIA		
F11 (B) Two 4-20 mA Isolated Outputs.					
F12 (0537) Process Absolute Temperature = 77 °F (25 °C)					
				Total	\$10,836.00

* Applicable sales tax, shipping charges, crating charges and handling fees to be applied at the time of invoice.

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH PROPERTY CLEANUP AND TO
AUTHORIZE PAYMENT TO YOUNG'S ENVIRONMENTAL CLEANUP, INC.

WHEREAS:

1. As detailed in the attached staff report, is recommended that the City Council concur with property cleanup and authorize payment to Young's Environmental Cleanup, Inc. in the amount of \$14,267.89.
2. Funds for the services will require the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the property cleanup.
2. The City Council does hereby authorize payment to Young's Environmental Cleanup, Inc.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Contract
Invoice

Resolution No. _____

STAFF REPORT

Date: December 1, 2020

Subject: City Council Concurrence and Authorization of Final Payment for Property Clean-up per Homeless Camp Removal; Budget Amendment

From: Rebecca Rynbrandt, Director of Community Services

Cc: Dave Rupert, Inspections Supervisor

Meeting Date: December 7, 2020

RECOMMENDATION

It is recommended that the City Council concur with the staff's engagement of a property clean-up contractor for the purposes of removing a homeless camp; authorize a budget amendment allowing for the use of the Inspections fund's fund balance in the amount of \$20,000 to address this; and provide funding of anticipated increases in property maintenance line item expenses related to removing litter, debris and ensuring sanitization of areas used as outdoor latrine's; and authorize payment to Young's Environmental Cleanup, Inc. in the amount of \$14,267.89.

COMMUNITY, SAFETY, STEWARDSHIP

Property Maintenance is an integral component of maintaining a clean, attractive and safe community. Property maintenance has a direct impact on property values. Well maintained properties have a positive impact on neighborhoods. Removing code violations from properties helps ensure that all neighboring property values are maximized. Property owners throughout the community share in the benefits of blight elimination.

DISCUSSION

In July 2020, a code enforcement action was necessary to remove garbage, litter and debris including hazardous and unsanitary materials related to a homeless camp found on city property. For the protection of staff and the public, an environmental cleanup company was used to perform the abatement. Initially, it was expected that the property clean-up cost would be less than \$8,500 and staff worked with the City Manager's office, City Attorney, and Purchasing to process our standard contract for the engagement of Young's Environmental Cleanup, Inc. to perform the work.

Due to the area in which the camp was located, including dense vegetation, limited staffs initial inspection of the site and our ability to determine the extent of area requiring cleanup. During the abatement, it was discovered that the extent of the area needing environmental cleanup was greater than initially anticipated. This resulted in a final invoiced amount of \$14,267.89.

The expense of such a large-scale abatement was not anticipated during the FY 2021 budget preparation process. In consideration of the City’s Analysis to Impediments to Fair Housing Choice and Housing Needs Assessment which indicates growth in the Grand Rapids metropolitan region of persons and families who are experiencing homeless, it is believed that such cleanup needs are likely to occur at a greater frequency in the coming year. To ensure appropriate funding is available to pay the current invoice and allow for timely response through the end of the year for similar property maintenance cleanup needs, a budget amendment is needed to cover the expense of the cleanup.

BUDGET IMPACT

The building inspection fund and the payment property maintenance expense accounts are impacted.

	Account Number	Total
Building Inspection Fund Balance	249-390.000	(\$ 20,000)
Payment Property Maintenance	249-371-37210-932.000	\$20,000

###

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(LESS THAN \$8,500)

This Contract is made as of the Effective Date between the City and the Contractor.

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"Effective Date" means: July 14, 2020.

"Items" means the parts, equipment or other items or services the City is purchasing from the Contractor as Itemized in the Proposal.

"Proposal" means the Contractor's proposal attached as Exhibit B.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Contract Standard Terms and Conditions."

"Contractor" means: Young's Environmental Cleanup
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3376 Three Mile Rd NW
[Contractor's street address]
Grand Rapids, MI 49534
[Contractor's city, state & zip]

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the services and items as detailed in the Proposal.
2. The City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph Contractor is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

Where the Contractor's Emergency Response Agreement and the Standard Terms and Conditions are inconsistent, the Standard Terms and Conditions will apply.

(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None.")

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Contractor.

The City and Contractor have signed this Contract as of the Effective Date.

CITY OF WYOMING

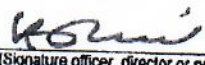
By: 
Curtis L. Holt, City Manager

Date signed: 7-14, 2020

Approved as to form:


Scott G. Smith, City Attorney

Young's Environmental Cleanup

By: 
[Signature officer, director or principal of Contractor]
Eric Beckman - KAL J THIEL VP/Gen
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 7/14/20, 2020

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions ("Standard Terms") apply to any contracts to which the City of Wyoming (the "City") is a party ("City Contract") unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or below, the party contracting with the City ("Contractor") attests it complies with and will comply with these Standard Terms.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Permits and Inspections.** Unless the City Contract or the Proposal states otherwise, Contractor will, without expense to the City, obtain all licenses and permits required to lawfully perform the work under the City Contract and furnish copies of those licenses and permits to the City before commencing work. Contractor will also ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.
 - B. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.
 - C. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - D. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - E. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
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COMMERCIAL GENERAL LIABILITY

Minimal Limits:

\$1,000,000 Each Occurrence

\$1,000,000 Personal & Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations

Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

AUTOMOBILE LIABILITY INSURANCE

Minimal Limits (hired and non-owned automobile coverage):

\$1,000,000 per person

\$1,000,000 per occurrence

WORKERS' DISABILITY COMPENSATION

Minimal Limits: \$500,000 per occurrence

Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.

EXCESS/UMBRELLA INSURANCE

Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

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EXHIBIT B



**YOUNG'S
ENVIRONMENTAL
CLEANUP INC.**

WWW.YOUNGSENVIRONMENTAL.COM

City of Wyoming
Attn: Dave Rupert
1155 28th Street Southwest
Wyoming, MI 49509
United States
Contact Email: rupertd@wyomingmi.gov
Contact Phone: 6165307292

Corporate Headquarters
G-5305 N Dort Hwy
Flint, MI 48505
P: (810) 789-7155
F: (810) 789-3606

West Michigan Operations
3376 Three Mile Rd. NW
Grand Rapids, MI 49534
P: (616) 785-3374
F: (616) 785-3401

PROPOSAL

Proposal No: 00001092
Date: 07-10-2020
Expiration Date: 07-31-2020

Homeless camp removal

Scope of Work:

Upon receipt of a signed proposal/agreement or purchase order, Young's will provide labor and equipment to perform the following scope of work:

- Mobilize to site with equipment and labor
- Perform treatment of the camp to disinfect
- Perform walk thru of camp and remove any Hazardous Waste and/or Sharps
- Containerize all collected Hazardous Waste and/or Sharps
- Demolish and compact camp with skid steers
- Containerize camp and wastes into 25 yard roll-off containers
- Gain approval from applicable disposal facilities
- Prepare shipping documents and ship wastes to facilities

Services as stated will be invoiced in accordance with the following fee schedule:

- **Standard Time and Material Rate Agreement attached**

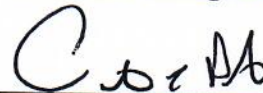
If you have any questions or need additional information, please do not hesitate to contact me at 616-785-3374 or email at ebeckman@yeci.us.

The scope of work authorized by this proposal is subject to Young's Standard Terms and Conditions effective on the date of this proposal, which are incorporated here by reference and made an integral part hereof and can be found online at bit.ly/YECITerms15 or you may request a copy by calling us at (800) 496-8647.

Executed on behalf of Young's by:


Eric Beckman

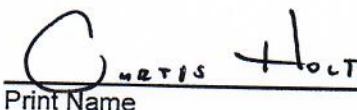
Accepted and agreed to by:



Signature

7.13.20

Date


CURTIS HOLT

Print Name

YOUNG'S ENVIRONMENTAL CLEANUP, INC.
EMERGENCY RESPONSE AGREEMENT

This Agreement, by and between Young's Environmental Cleanup, Inc., a Michigan corporation, (hereinafter referred to as "Young's") and:

The City of Wyoming (hereinafter referred to as "Customer") is subject to the following provisions:

1. **PROJECT:** The Customer hereby enters a contract with Young's to perform emergency response services (hereinafter referred to as "Response"). The Customer shall immediately provide Young's with any and all information that it may have pertaining to the incident, any material released, the facility, and the equipment in any way related to the Response. In the event that the Response includes the transportation of "hazardous" substances then it is the Customer's responsibility to obtain a generator's EPA ID Number and select the disposal or treatment facility that said hazardous substances are to be delivered to.
2. **CONSIDERATION:** The Customer agrees to pay Young's for all services rendered in accordance with the Fee Schedule attached hereto and incorporated herein by reference.
3. **PERFORMANCE:** Young's warrants that the work that will be performed hereunder will be performed in a workmanlike manner consistent with the work generally performed by environmental response companies under emergency circumstances. YOUNG'S MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO ANY OF THE SERVICES PERFORMED UNDER THIS AGREEMENT. Young's shall not be liable for any claim, damage, cost or expense, including attorney fees, or other liability not directly and solely caused by the negligent acts, errors or omissions of Young's. In no event shall Young's be liable for any incidental or consequential loss or damage to Customer's property in connection with the performance of service hereunder. In any event, the liability of Young's hereunder shall not exceed the lesser of \$50,000 or the aggregate of all fees paid to Young's by Customer with respect to the response. Young's has had no opportunity to determine the scope of the work, the conditions under which the work is being performed, or the location of structures upon the subject premises which may interfere with the work or which may be damaged by the performance of the work under the emergency conditions. Accordingly, Young's shall not be liable for any claims, damage, costs or expense, including attorney fees, or other liability not directly caused by the negligent acts, errors or omissions of Young's.
4. **TERMINATION:** This Agreement may be terminated by either party upon written notice. In the event of termination, Young's shall be paid for all services rendered and all costs incurred up to the effective date the notice of termination is received.
5. **PAYMENT:** Young's shall invoice for services rendered and all costs incurred. The Customer agrees to pay Young's within thirty (30) days of each respective invoice date. If the Customer becomes delinquent in payment of any sum due, Young's reserves the right to immediately discontinue performance of any remaining service or work that needs to be completed hereunder in addition to pursuing any legal or equitable remedies. Further, past due invoices shall be subject to interest at the rate of one and one-half percent (1.5%) per month on the unpaid balance, or the highest lawful rate, whichever is highest. The Customer further agrees to pay Young's any and all attorney fees, costs and expenses incurred in the collection of any delinquent amounts due and to enforce the terms of this Agreement. If the Customer has insurance that covers all or part of the services under this Agreement, or it is later determined that the Customer does not have insurance coverage the Customer guarantees and will remain responsible for the full payment per the terms of this Agreement. If the Customer does not comply with the required paperwork to complete the project (i.e. disposal or other items), the Customer will be held responsible for any additional charges including storage fees accrued during the delay of processing.
6. **DEPOSIT:** Before work commences Young's may require the Customer to pay a deposit, which shall be paid prior to the beginning of any work by Young's. The deposit, if required, shall be applied against all charges for services rendered by Young's. Depending on the expenses and duration of the work, additional deposits may be required.
7. **ARBITRATION:** At Young's discretion, any dispute arising under this Agreement may be arbitrated. Any Arbitration award shall be binding and enforceable by a court of competent jurisdiction. Venue for the arbitration shall be in Genesee County, Michigan. The arbitration shall be conducted by a single arbitrator. If the parties cannot agree upon an arbitrator, then the arbitrator shall be selected by the Genesee County Circuit Court. If a proceeding is brought before the Genesee County Circuit Court to enforce this arbitration provision or to select an arbitrator, the court shall maintain continuing jurisdiction of the proceeding to rule on discovery, disputes for the enforcement of the award, if any, and to otherwise oversee the arbitration proceeding. The customer further agrees and understands that it shall bear all costs and expenses associated with the arbitration and as for these costs and expenses they shall be due and payable in the same manner and under the same terms as invoices are as outlined in Section 5 herein.
8. **INSURANCE:** Upon request, Young's shall furnish Customer a written description of insurance coverage then being maintained by Young's which may be related to the performance of services by Young's under this Agreement. No oral representations regarding such insurance shall be binding upon Young's.
9. **COST ESTIMATES:** Young's gives no cost estimates to provide the services required to complete this project.
10. **INDEMNITY:** Customer agrees to indemnify, defend them, protect and hold harmless Young's, its officers, employees and agents from and against all liability, claims, demands, losses, damages, expenses and costs (including attorney fees) relating in any way to the performance of services by Young's under this Agreement; provided, however, that the customer shall not be obligated to indemnify Young's for any injury or damage caused directly and solely by the negligent acts, errors or omissions of Young's.
11. **SITE SECURITY:** Customer is solely responsible for all aspects of site security and for obtaining any necessary permission from any affected third party or municipality for use of their respective lands. The Customer will provide access to the site of work and will obtain all necessary permits and pay the costs of such permits.
12. **FEDERAL/MICHIGAN RIGHT TO KNOW COMPLIANCE:** In compliance with Michigan Right to Know Law and the Federal Hazard Communication Standard, Customer shall provide Young's with a detailed list of all hazardous substances and chemicals located upon the site which employees and agents of Young's may be exposed to under the terms of this Agreement.
13. **WAIVER:** No waiver, discharge or renunciation of any claim or right of Young's arising out of a breach of this Agreement by Customer shall be effective unless in writing and signed by Young's and supported by separate consideration.
14. **GOVERNING LAW:** This Agreement shall be deemed to have been made in Genesee County, Michigan, and shall be governed by and construed in accordance with the laws of the State of Michigan and each of the parties agrees that it will bring any action or proceeding for the enforcement of any right, remedy, obligation or liability arising under or in connection with this Agreement in accordance with the provisions of Section 7 herein, solely in the court system in the County of Genesee.
15. **ACCEPTANCE:** This Agreement shall not be effective until signed by a duly authorized representative of Young's.
16. **NON-LIABILITY:** Customer acknowledges that Young's and its subcontractors have played no part in the creation or existence of any hazardous waste, pollution sources, nuisances, or chemical or industrial disposal problems which may exist, and that Young's shall not be liable to Customer or any third party for damages to Customer's property, nor shall Young's be liable for any environmental damage outside the scope of this Agreement and for which Young's has not agreed to provide services. The Customer shall indemnify and hold Young's harmless against all damages, losses and claims resulting from any items beyond young's control.
17. **GUARANTY:** The undersigned guarantor acknowledges that Young's requires a personal guaranty in order to proceed with the performance of services under this Agreement and the services are of material benefit to the guarantor. Accordingly, the guarantor, for good and valuable consideration, receipt of which is herein acknowledged, personally guarantees the payment of any and all monies owed under this Agreement, and further personally guarantees all other covenants and obligations of the Customer under the Agreement, including but not limited to, the obligation under Section 10 to indemnify Young's. This guaranty extends to and includes any and all obligations arising under the Agreement, and any obligations arising under extensions, addendums, amendments and modifications thereto. This guaranty is an absolute and unconditional guaranty of payment. The guarantor's obligation to make payment hereunder occurs immediately upon the default by the Customer to make payment as required by the terms hereof. The guarantor waives notice of presentment, dishonor and protest. There are no conditions or limitations to this Guaranty, other than as appear herein. Any separate verbal or written agreements or understandings between the parties are deemed to have been integrated herein and extinguished hereby in this final Agreement of the parties. Young's may proceed against the guarantor without resort to the Customer, any other guarantors, or any collateral security or property.
18. **ASSUMPTION OF RISK:** The services to be performed under this Emergency Response Agreement are being performed under emergency conditions. The undersigned acknowledges that Young's is unable to define the scope of the work and unable to accurately estimate the cost of the completion of the work, or the tasks to be performed, and that Young's cannot give an estimate of the cost of the work to be performed hereunder. The Customer also understands that the work is uncertain in nature, and that the conditions which will mandate the extent of the work to be performed will be discovered as the work unfolds. Accordingly, the undersigned acknowledges that it is receiving no representation regarding the cost of the work, the scope of the work, the completeness of the environmental remediation, and the results to be expected. The Customer hereby authorizes Young's upon the terms and conditions provided for hereafter, to immediately commence the performance of the work described. Due to emergency situations, the Customer further authorizes Young's to use whatever procedures Young's deems necessary and advisable and to utilize whatever number of employees Young's determines are required as well as determine the type and quantity of equipment and supplies that Young's feels are necessary and reasonable in the handling of the work in a safe and environmentally secure manner.
19. **AMENDMENTS:** This Agreement represents the entire understanding and agreement between the parties hereto, and supersedes any prior oral or written agreements or

YOUNG'S ENVIRONMENTAL CLEANUP, INC.

FEE SCHEDULE (UPDATED 01/01/2020)

PERSONNEL RATES		MONITORING EQUIP/MISC EQUIP (NO LABOR)	
Hazardous Material Specialist	\$110.00	1" or 2" Pump and Hoses (Day)	\$150.00
Emergency Response Manager	98.00	3", 4", or Acid Pump and Hoses (Day)	250.00
Site Supervisor/Safety Manager/Site Inspection	92.00	4" Godwin Dri-Prime HL 110M Diesel Pump (Day)	500.00
Technical or Dispatch Services/Waste Qualification	80.00	6" Godwin Pump and Hoses (Day)	500.00
Equipment Operator or Truck Driver	78.00	10,000 PSI Water Blaster & Attachments (Day)	600.00
Technician	66.00	20,000 PSI Water Blaster & Attachments (Day)	800.00
Administrative Services	40.00	Air Compressor/Jackhammer or Recovery Boat & Motor (Day)	250.00
TRUCKS/TRAILERS (NO LABOR)		Brush Hog Attachment (Day)	300.00
Emergency Response Van (Day)	\$750.00	Containment Boom (Foot/Day)	1.50
Haz-Mat Response or CSE Rescue Trailer (Day)	400.00	Chain Saw/Cut-Off Saw/Sled Compactor/Pallet Jack (Day)	100.00
53' Van Trailer or Pipeline Services Trailer (Day)	350.00	Confined Space Entry Equipment (Day)	250.00
Job Trailer or Lab Packing Trailer (Day)	300.00	Confined Space Entry Davit System (Day)	500.00
Industrial Hose Trailer or Containment Boom Box (Day)	250.00	Coppus Ventilation Fan or Supplied Air Box System (Day)	300.00
Industrial Services Van or Mobil Powerwashing Unit	80.00	CSE Ventilation Fan/Air Mover or Lockout/Tagout Kit (Day)	100.00
Stake Truck w/Lift Gate or Response Truck	40.00	Cylinder & Repair Kit (A/B/C) (Day)	500.00
Light Truck or Service Truck	30.00	Dry Ice Blaster (No Media Included) (Day)	520.00
RESPONSE/INDUSTRIAL EQUIP (NO LABOR)		Explosion Proof Lighting System or Portable Generator (Day)	100.00
Hydro-X Vacuum Unit	\$150.00	Forklift/Industrial Floor Scrubber (Day)	200.00
Guzzler Vacuum Unit (Hi-Rail)	125.00	Portable Hand Held Jetter (Day)	100.00
CCTV Video Inspection (Sewer) Truck & Software	120.00	Mercury Vapor Analyzer or RAE Benzene Meter (Day)	350.00
Semi & 3,500 or 4,000 or 5,500 Gallon Turbo Tanker	115.00	Mercury/HEPA Vacuum or MSA Detector Tube Kit (Day)	200.00
3,200 or 3,500 Gallon Straight Turbo Vacuum Tanker	110.00	Meggar Resistance Kit or Radiation Monitor (Day)	200.00
Semi & 9,000 Gallon Vacuum or 10K Gallon Bulk Tanker	100.00	Personal Meter or RAE Dosimeter or Cooling Ice Vest (Day)	100.00
Vactor Sewer Jet Unit	95.00	Portable Radio Communication System (Day)	200.00
Semi & 5,500 Gallon Vacuum Tanker	85.00	Portable Push Camera Unit & Accessories (Day)	400.00
3,000 or 3,200 or 4,000 Gallon Vacuum Tanker	80.00	Light Tower or Steam Jenny or Hot Pressure Washer (Day)	300.00
Semi & 45 CY Gravel Train	75.00	Pressure Washer or Vac-u-max Unit (Day)	200.00
Semi & 20,000 Gallon Frac Tank Delivery or Pickup	70.00	Quad-Gas Meter or Photoionization Detector (Day)	200.00
Semi & Roll-Off Box Trailer or 25 CY Lead	70.00	Safety Harness/Lanyard Fall Protection (Day)	100.00
Roll-Off Straight Truck or Sewer Jet Truck	65.00	SCBA/Escape Pack/Cascade Air Line Tank (Day)	100.00
21,000 Gallon Frac Tank (Day)	60.00	Tanker Prep or Tanker Washout (Each)	400.00
21,000 Gallon Frac Tank Secondary Containment (Day)	25.00	Traffic Arrow Board (Day)	300.00
5,000 Gal Vac-Box or Sludge Box (Day)	50.00	Traffic Control Signage and Barrels (Day)	300.00
20 CY or 30 CY Roll-Off Box (Day)	30.00	Ultimate Terrain Vehicle (Honda UTV) (Day)	400.00
1,000 or 1,500 Gal Polytank or 250 Gallon Tote (Day)	25.00	Vacuum Tanker Hoses (per Truck/Day)	100.00
MISCELLANEOUS ITEMS, SERVICES, CHARGES, NOTES		HEAVY CONSTRUCTION EQUIP (NO LABOR)	
Personnel rates do not include union scale, local, state or federal prevailing wages;		PC128 Komatsu Excavator	95.00
State specific sales tax may be applied as applicable on a case-by-case basis;		IT62 Caterpillar Loader	90.00
Insurance, Training & Response On-Call Surcharge: 8% (applied to total invoice)		710JD Backhoe or 410 JD Backhoe	80.00
A minimum 4-hour call out per incident/project will apply to all rates;		303 CAT or 304 CAT or JD35 Mini Excavator	75.00
		CAT Track Skid Loader or JD Cleanup Tractor	75.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

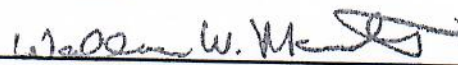
PRODUCER Daly Merritt Insurance 3099 Biddle Avenue Wyandotte MI 48192		CONTACT NAME: Sandy Watterson PHONE (A/C, No, Ext): (734) 283-1400 E-MAIL ADDRESS: sandy.watterson@dalymeritt.com FAX (A/C, No): (734) 283-1197	
INSURED Young's Environmental Cleanup, Inc. G-5305 N. Dort Highway Flint MI 48505		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Illinois Union Insurance Company	NAIC # 27960
		INSURER B: ACE American Ins	22667
		INSURER C: Evanston Ins. Co.	35378
		INSURER D: Accident Fund General	12304
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL19112118337 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> CG2010;CG2037 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G24049176 012	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Cargo Poll <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CA9948;MCS			H08464509 004	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 1,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MKLV3EFX100435	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV8009646	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Professional Liability/E&O			G24049188 012	12/01/2019	12/01/2020	Ea Occurrence \$3,000,000 Aggregate \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Wyoming is included as additional insured where required by written contract and for work performed by the named insured.

CERTIFICATE HOLDER City of Wyoming 1155 285h Street SW Wyoming MI 49509	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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YOUNG'S ENVIRONMENTAL CLEANUP, INC.

G5305 N DORT HWY

FLINT, MI 48505

Ph. (810) 789-7155

Fax. (810) 789-3606

AR@YECI.US

WWW.YOUNGSENVIRONMENTAL.COM

INVOICE

Invoice Number: 274076

Invoice Date: 10/14/2020

Invoice Terms: Net 30 Days

Due Date: 11/13/2020

Bill To: CITY OF WYOMING
1155 28TH STREET SOTHWEST

WYOMING, MI 49509

ATTN: ACCOUNTS PAYABLE

Job: 20504 KELLOGGSVILLE PARK
5100 HAUGHEY AVE.

WYOMING, MI. 49548

CONTACT PERSON: DAVE RUPERT

HOMELESS CAMP REMOVAL

Date	Description		Qty	Unit of Meas	Unit Price	Ext Amt
7/15/2020	TECHNICIAN	607	2.00	HRS	66.00	132.00
	LIGHT TRUCK	1141	1.00	HRS	30.00	30.00
	CAT TRACK SKID LOADER	986	1.00	HRS	75.00	75.00
	JOB SUPPLIES		1.00	LS	182.59	182.59
	FUEL SURCHARGE	ZF	2.00	HRS	10.00	20.00
7/16/2020	SITE SUPERVISOR	607	10.00	HRS	92.00	920.00
	SITE SUPERVISOR	607	1.00	OT HRS	138.00	138.00
	TRUCK DRIVER	924	3.50	HRS	78.00	273.00
	EQUIPMENT OPERATOR	939	10.00	HRS	78.00	780.00
	EQUIPMENT OPERATOR	939	0.50	OT HRS	117.00	58.50
	TECHNICIAN	860	10.00	HRS	66.00	660.00
	TECHNICIAN	856	10.00	HRS	66.00	660.00
	TECHNICIAN	929	8.25	HRS	66.00	544.50
	TECHNICIAN	886	4.00	HRS	66.00	264.00
	15 CY DUMP TRUCK & TRAILER	435	3.50	HRS	60.00	210.00
	STAKE TRUCK W/ LIFT GATE	3014	10.00	HRS	40.00	400.00
	LIGHT TRUCK	1141	10.00	HRS	30.00	300.00
	LIGHT TRUCK	834	8.25	HRS	30.00	247.50
	CAT TRACK SKID LOADER	986	8.00	HRS	75.00	600.00
	WASTE QUALIFICATION		1.00	HRS	80.00	80.00
	INCIDENTAL EXPENSE		1.00	LS	6.65	6.65
	GLOVES NITRILE GREEN		6.00	PAIR	6.50	39.00
	TYVEK SUIT BLUE SHIELDTECH GR		4.00	EACH	29.00	116.00
	SAFETY GLASSES		5.00	EACH	5.00	25.00
	BUCKETS 5 GAL PLASTIC		3.00	EACH	12.00	36.00
	DISPOSAL- BOL/TICKET# 20504-07162020-05/1409181		3.48	TONS	46.37	161.36
	FUEL SURCHARGE	ZF	39.75	HRS	10.00	397.50
7/17/2020	SITE SUPERVISOR	607	8.00	HRS	92.00	736.00
	TRUCK DRIVER	875	8.50	HRS	78.00	663.00
	EQUIPMENT OPERATOR	939	8.00	HRS	78.00	624.00
	TECHNICIAN	860	8.00	HRS	66.00	528.00
	TECHNICIAN	856	8.00	HRS	66.00	528.00
	TECHNICIAN	929	8.00	HRS	66.00	528.00
	TECHNICIAN	886	8.00	HRS	66.00	528.00
	15 CY DUMP TRUCK & TRAILER	435	8.50	HRS	60.00	510.00

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HOMELESS CAMP REMOVAL

<i>Date</i>	<i>Description</i>		<i>Qty</i>	<i>Unit of Meas</i>	<i>Unit Price</i>	<i>Ext Amt</i>
7/17/2020	STAKE TRUCK W/ LIFT GATE	3014	8.00	HRS	40.00	320.00
	LIGHT TRUCK	1141	8.00	HRS	30.00	240.00
	LIGHT TRUCK	834	8.00	HRS	30.00	240.00
	CAT TRACK SKID LOADER	986	7.00	HRS	75.00	525.00
	GLOVES NITRILE GREEN		6.00	PAIR	6.50	39.00
	DISPOSAL- BOL/TICKET# 20504-07172020-01/1409282		4.13	TON	46.37	191.50
	DISPOSAL- BOL/TICKET# 20504-07172020-02/1409355		2.63	TON	46.37	121.95
	DISPOSAL- BOL/TICKET# 20504-07172020-03/1409475		3.21	TON	46.37	148.84
	RECYCLED LEAD ACID BATTERY		1.00	EACH	20.00	20.00
	RECYCLED PROPANE CYLINDERS		5.00	EACH	5.00	25.00
	FUEL SURCHARGE	ZF	39.50	HRS	10.00	395.00

INVOICE TOTAL

14,267.89

A finance charge of 1.5% per month (18% annual) will be charged on accounts unpaid after 30 days of the invoice date. Payments made by credit card will be subject to a 3% processing fee.

Job # 20504

Kent County Refuse Disposal
South Kent Landfill
10300 South Kent Drive SW
Byron Center, MI 49315
Ph. 616-327-920

--- RECEIPT ---

Transaction# 1409181

	In	Out
Date:	07/16/20	07/16/20
Time:	02:58 PM	03:16 PM
Attendant:	CMG	CMG
Lane:	01	01

Y760 Young's Environmental Cleanup
Inc

G-5305 N Dort Hwy
Flint, MI 48505

Truck: Y760-0435 Trailer:
Manifest: County: Kent
PO:

	LBS	TON
Gross Wt:	36340	18.17
Tare Wt:	29380	14.69
Net Wt:	6960	3.48 <-----

STRAIGHT BILL OF LADING - SHORT FORM

NOTICE: Shippers of hazardous materials must enter 24-hour emergency response telephone number under "Emergency Response Phone Number."

Date **7/16/2020** Bill of Lading No. **20504-07162020-05**

Original—Not Young's Environmental Cleanup-3376 3 Mile RD NW Grand Rapids, MI 49534 Shipper No. **800/496-8647**
Carrier No. **800/496-8647**

TO: Consignee South Kent Landfill - #MIK833875651		FROM: Shipper City of Wyoming	
Street 10300 South Kent Drive		Street 5100 Haughey Ave.	
Destination Byron Center, MI	Zip Code 49315	Origin Wyoming, MI	Zip Code 49548
Route Bestway 616-632-7920	Vehicle No.	SCAC	Emergency Response Phone Number 800/496-8647

No. Shipping Units	+HM	Kind of Packaging, Description of Articles Special Marks and Exceptions	Weight (Subject to Correction)*	Rate or Class	CHARGES
		General Refuse	12	ydr.	
		PO# 70697			
<i>D. Plask Nelson</i>					

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether weight is "carrier's or shipper's weight".	REMIT C.O.D. TO: ADDRESS	C.O.D. Amt. \$	C.O.D. FEE: PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> \$	TOTAL CHARGES: \$
Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other charges.			FREIGHT CHARGES Check Appropriate Box: <input type="checkbox"/> Freight prepaid <input type="checkbox"/> Collect

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Mark with "RD" if appropriate to designate Hazardous Materials as defined in the U.S. Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on Bills of Lading per 172.201(a)(1) (iii) of Title 49 Code of Federal Regulations. Also when shipping hazardous materials, the shipper's certification statement prescribed in section 172.204(a) of the Federal Regulations, as indicated on the Bill of Lading does apply, unless a specific exception from the requirement is provided in the Regulation for a particular material.

The format and content of hazardous item list is the responsibility of individual company interpretation of requirements as described in 49 Code of Federal Regulations 172, Subpart C-Shipping Papers. Such description consists of the following per Sections 172.201 (Hazardous Material Table) and Sections 172.202 and 172.203: Proper shipping name, hazardous class, UN identification number, packing group, and subsidiary class(es).

Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 United States Code, Sections 14706(c) (1)(A) and (B).

SHIPPER <i>M. Bl acting agent</i>	CARRIER <i>Youngs environmental cleanup inc</i>
PER <i>City of Wyoming</i>	PER <i>Shane Wabindato</i>
<input checked="" type="checkbox"/> This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation.	Carrier acknowledges receipt of packages and any required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

#20504

Kent County Refuse Dept
South ...
... SW
... 10 19915
... 7920

RECEIPT

Transaction# 140955
In Out
Date: 07/17/20 07/17/20
Time: 10:56 AM 10:56 AM
Attendant: CMG CMG
Lane: 01 01

Y760 Young's Environmental Cleanup
Inc
G-5305 N Dort Hwy
Flint, MI 48505

Truck: Y760-0435 Trailer:
Manifest: County: Kent
PO:

	LBS	TON
Gross Wt:	33400	16.70
Tare Wt:	28140	14.07
Net Wt:	5260	2.63 <-----

STRAIGHT BILL OF LADING - SHORT FORM

NOTICE: Shippers of hazardous materials must enter 24-hour emergency response telephone number under "Emergency Response Phone Number."

Date **7/17/2020**

Bill of Lading No. **20504-07172020-01**

Shipper No. **800/496-8647**

Original—Not Negotiable **Young's Environmental Cleanup-3376 3 Mile RD NW Grand Rapids, MI 49534**

Carrier No. **800/496-8647**

TO: Consignee South Kent Landfill - #MIK833875651		FROM: Shipper City of Wyoming	
Street 10300 South Kent Drive		Street 5100 Haughey Ave.	
Destination Byron Center, MI	Zip Code 49315	Origin Wyoming, MI	Zip Code 49548
Route Bestway 616-632-7920		Vehicle No.	SCAC
		Emergency Response Phone Number 800/496-8647	

No. Shipping Units	+HM	Kind of Packaging, Description of Articles Special Marks and Exceptions	Weight (Subject to Correction)*	Rate or Class	CHARGES
17		General Refuse PO# 70697	5 y		
<i>D. PROSK N. MUSEA J. FOSTER</i>					

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether weight is "carrier's or shipper's weight".	REMIT C.O.D. TO: ADDRESS	C.O.D. Amt. \$	C.O.D. FEE: PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> \$	TOTAL CHARGES: \$
Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other charges.		FREIGHT CHARGES Check Appropriate Box: <input type="checkbox"/> Freight prepaid <input type="checkbox"/> Collect	
		(Signature of Consignor)		

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Mark with "RD" if appropriate to designate Hazardous Materials as defined in the U.S. Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on Bills of Lading per 172.201(a)(1)(ii) of Title 49 Code of Federal Regulations. Also when shipping hazardous materials, the shipper's certification statement prescribed in section 172.204(a) of the Federal Regulations, as indicated on the Bill of Lading does apply, unless a specific exception from the requirement is provided in the Regulation for a particular material.

The format and content of hazardous item list is the responsibility of individual company interpretation of requirements as described in 49 Code of Federal Regulations 172, Subpart C-Shipping Papers. Such description consists of the following per Sections 172.201 (Hazardous Material Table) and Sections 172.202 and 172.203: Proper shipping name, hazardous class, UN identification number, packing group, and subsidiary class(es).

Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 United States Code, Sections 14706(c)(1)(A) and (B).

SHIPPER ON BEHALF OF YOUNG'S	CARRIER YOUNG'S ENVIRONMENTAL
PER <i>[Signature]</i>	PER <i>[Signature]</i>
1 This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation.	Carrier acknowledges receipt of packages and any required placards. Carrier certifies emergency response information was made available and/or carrier had the U.S. Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

H20594

Kent County Refuse Disposal

South Kent Landfill
10300 South Kent Landfill Dr
Byron, MI 48115
Ph: 517-351-1111

Transaction# 1409475

	In	Out
Date:	07/17/20	07/17/20
Time:	01:41 PM	01:41 PM
Attendant:	CMG	CMG
Lane:	01	01

Y760 Young's Environmental Cleanup
Inc

G-5305 N Dort Hwy
Flint, MI 48505

Truck: Y760-0435 Trailer:
Manifest: County: Kent
PO:

	LBS	TON
Gross Wt:	34560	17.28
Tare Wt:	28140	14.07
Net Wt:	6420	3.21 <-----

STRAIGHT BILL OF LADING - SHORT FORM

NOTICE: Shippers of hazardous materials must enter 24-hour emergency response telephone number under "Emergency Response Phone Number."

Date **7/17/2020** Bill of Lading No. **20504-07172020-02**
 Shipper No. **800/496-8647**
 Carrier No. **800/496-8647**

Original - **Young's Environmental Cleanup - 3376 3 Mile RD NW Grand Rapids, MI 49534**
 (Name of Carrier)

TO: Consignee South Kent Landfill - #MIK833875651	FROM: Shipper City of Wyoming/Kallogsville Park
Street 10300 South Kent Drive	Street 5100 Haughey Ave.
Destination Byron Center, MI Zip Code 49315	Origin Wyoming, Mi. Zip Code 49548
Route Bestway 616-632-7920	Vehicle No. SCAC
Emergency Response Phone Number 800/496-8647	

No. Shipping Units	+HM	Kind of Packaging, Description of Articles Special Marks and Exceptions	Weight (Subject to Correction)*	Rate or Class	CHARGES
IT		General Refuse PO# 70697	7	Y	
<i>DRISK / Nilsen / Stocker</i>					

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether weight is "carrier's or shipper's weight".	REMIT C.O.D. TO: ADDRESS	C.O.D. Amt. \$	C.O.D. FEE: PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> \$	TOTAL CHARGES: \$
Note-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other charges.		FREIGHT CHARGES Check Appropriate Box: <input type="checkbox"/> Freight prepaid <input type="checkbox"/> Collect	
		(Signature of Consignor)		

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

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Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 United States Code, Sections 14706(c)(1)(A) and (B).

SHIPPER ON BEHALF OF YOUNG'S	CARRIER YOUNG'S ENVIRONMENTAL CLEANUP
PER <i>[Signature]</i>	PER <i>[Signature]</i>
This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation.	Carrier acknowledges receipt of packages and any required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

H20504

Kent County Refuse Disposal
South Kent Landfill
10300 South Kent Drive SW
Byron Center, MI 49315
Ph. 6166327920

--- RECEIPT ---

Transaction# 1409282

	In	Out
Date:	07/17/20	07/17/20
Time:	09:12 AM	09:12 AM
Attendant:	CMG	CMG
Lane:	01	01

Y760 Young's Environmental Cleanup
Inc

G-5305 N Dort Hwy
Flint, MI 48505

Truck: Y760-0435 Trailer:
Manifest: County: Kent
PO:

	LBS	TON
Gross Wt:	36400	18.20
Tare Wt:	28140	14.07
Net Wt:	8260	4.13 <-----

STRAIGHT BILL OF LADING - SHORT FORM

NOTICE: Shippers of hazardous materials must enter 24-hour emergency response telephone number under "Emergency Response Phone Number."

Date 7/17/2020 Bill of Lading No. 20504-07172020-03

Shipper No. 800/496-8647

Original - Not a Duplicate Young's Environmental Cleanup-3376 3 Mile RD NW Grand Rapids, MI 49534 Carrier No. 800/496-8647

(Name of Carrier)

TO: South Kent Landfill - #MIK833875651		FROM: City of Wyoming/Kallogsville Park	
Consignee 10300 South Kent Drive		Shipper 5100 Haughey Ave.	
Street Byron Center, MI		Street Wyoming, MI	
Destination Byron Center, MI		Zip Code 49315	
Route Bestway 616-632-7920		Origin Wyoming, MI	
Vehicle No.		Zip Code 49548	
SCAC		Emergency Response Phone Number 800/496-8647	

No. Shipping Units	+HM	Kind of Packaging, Description of Articles Special Marks and Exceptions	Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of National Motor Freight Classification, Item 360.	Weight (Subject to Correction)*	Rate or Class	CHARGES
17		General Refuse		10	Y	
		PO# 70697				
<i>DPWSR Mulsoa Hooker</i>						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether weight is "carrier's or shipper's weight".	REMIT C.O.D. TO: ADDRESS	C.O.D. Amt. \$	C.O.D. FEE: PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> \$	TOTAL CHARGES: \$
Note-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other charges.			FREIGHT CHARGES Check Appropriate Box: <input type="checkbox"/> Freight prepaid <input type="checkbox"/> Collect
			(Signature of Consignor)	

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by all shipper and accepted for himself and his assigns.

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Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 United States Code, Sections 14706(c) (1)(A) and (B).

SHIPPER <i>ON BEHALF OF YOUNG'S</i>	CARRIER <i>YOUNG'S ENVIRONMENTAL CLEANUP</i>
PER <i>[Signature]</i>	PER <i>[Signature]</i>
1 This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation.	Carrier acknowledges receipt of packages and any required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO A SOFTWARE AS A SERVICE (SaaS) AGREEMENT
WITH NEIGHBORLY INC. TO SERVICE COMMUNITY DEVELOPMENT
REHABILITATION LOANS

WHEREAS:

1. The City of Wyoming's Community Services Department's Community Development office issues home rehabilitation and demolition loans to low- and moderate- income Wyoming residents in order to improve the housing stock in the City, reduce neighborhood blighting influences and provide a suitable living environment for residents.
2. The City has issued over 1,300 home rehabilitation loans over the past 44 years using federal Community Development Block Grant funds, and accurate records need to be maintained for each one to comply with related federal regulations.
3. Neighborly software shall replace the MS-DOS-based, antiquated LA Pro software currently used in the rehabilitation program's administration.
4. Funding for the agreement was planned for FY 2021 budget and is available in account number 256-400-69121-806.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into a Software as a Service agreement with Neighborly Inc. to service Community Development rehabilitation loans.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan, at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: November 30, 2020

Subject: CDBG Rehabilitation Loan Software Replacement

From: Rebecca Rynbrandt, Director of Community Services

Cc: Stephanie Brock-Knoper, Community Development Specialist

Meeting Date: December 7, 2020

RECOMMENDATION:

It is recommended the City of Wyoming enter a Software as a Service (SaaS) agreement with Neighborly, Inc. for the use of its proprietary *Neighborly Software* for its operations and management of the Community Services Department's Community Development Block Grant (CDBG) rehabilitation loan program.

COMMUNITY, SAFETY, STEWARDSHIP:

The Community Services Department's Community Development office issues home rehabilitation and demolition loans to low- and moderate- income Wyoming residents in order to improve the housing stock in the City and reduce blighting influences and provide a suitable living environment for residents. These loans, with clients often referred to the program through the Community Services Department's Inspections office, are used to correct property maintenance code violations, increasing overall community safety and public health and welfare.

DISCUSSION:

The City of Wyoming has issued over 1,300 home rehabilitation loans to low- and moderate- income Wyoming residents using CDBG funds over the past 44 years. The current LA Pro loan servicing program, used for mortgage processing, documentation of loan payments and monthly billing, is inefficient and relies heavily on manual data entry and maintenance.

Neighborly software shall replace the MS-DOS- based, antiquated LA Pro software currently used in the program's administration. The contemporary software provides a Windows-based environment, with additional cloud-based back-up and security features. It provides the opportunity for client web access to up-to-date loan balance information and enhanced and streamlined application features. Increased efficiency for City staff in processing and servicing home rehab loans will occur.

Additionally, should the City's needs evolve, Neighborly Software includes several capabilities that are not present in LA Pro, including the ability for loan recipients to apply for loans online, and the ability for subrecipients to submit grant applications using Neighborly. There is also a module in Neighborly that allows for enhanced collaboration between the Community Development and Inspections offices on rehabilitation cases.

BUDGET IMPACT:

The transition to new software was planned for in the FY 2021 budget.

In order to allow for cross-training of staff, provide for client services during any absence of the Community Development Specialist, as well as activating the inspections module for file retention and expedited construction bidding, we are seeking 3 licenses for the Neighborly software. As a result, the first-year cost of implementation of Neighborly software will be:

Number	Item	Cost Per	Total
3	Licenses	\$2,400	\$7,200
1	One time set up fee	\$1,500	\$1,500
1	Loan Migration (All Loans)	\$2,000	\$2,000
Total			\$10,700

Each subsequent year's subscription will cost \$7,200.

The software budget line item, account number is: 256-400-69121-806.000, has funding to ensure this purchase.

ATTACHMENTS:

Resolution
Agreement

BENEVATE INC. (dba NEIGHORLY SOFTWARE) SAAS SERVICES ORDER FORM

Customer: City of Wyoming, Michigan	Contact: Stephanie Brock-Knoper, Community Development Specialist
Address: 1155 28 th Street SW Wyoming, MI 49509	Phone: (616) 530-7266
Director Name and Contact Information:	Name: Phone: Email:
Financial/Invoice Name and Contact Information:	Name: Phone: Email:
Services: Company will use commercially reasonable efforts to provide Customer the services described in the Services Statement of Work ("SOW") attached as Exhibit A hereto (the "Services").	
Services Fees: \$7,200.00 per year, payable annually in advance, subject to the terms of Section 4 and Per User Pricing attached as Exhibit D hereto.	Initial Service Term: One year from Effective Date
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Implementation Services Statement of Work attached as Exhibit C hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee at Effective Date. Implementation Fee (one-time): \$3,500.00	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this ____ day of _____ 2020 (the "Effective Date") between Benevate Inc with a place of business at 3423 Piedmont Rd. NE, Atlanta, GA 30305 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

BENEVATE Inc.:

CITY OF WYOMING, MICHIGAN:

By: _____

By: _____

Name: J. Jason Rusnak

Name: _____

Title: President, Benevate Inc

Title: _____

Approved as to form:



Scott G. Smith, City Attorney

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work (“SOW”) attached as Exhibit A hereto.

1.2 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services as described in accordance with the Service Level Terms attached hereto as Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes

2.2 Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”).

2.4 Customer agrees that each set of login credentials (email address and password) for the Services may be used only by a single, named user (“Authorized User”). At no time is it permissible for an Authorized User to share their login credentials. The number of Authorized Users licensed hereunder is specified on Exhibit D: Per User Pricing or as formally requested in writing later in the contract term. Customer agrees to notify Company of any unauthorized user access of which you become aware.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of

Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.

3.3 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.4 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the “Fees”). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). Per User Pricing, set forth on Exhibit D, shall increase by no more than 3% (the “Renewal Price Cap”), applied to the then-effective Per User Pricing set forth on Exhibit D at the time of renewal. The aforementioned Renewal Price Cap shall be forfeited if the Services are not renewed prior to the termination date of the initial Service Term or then current renewal term; in which case, the fees for any subsequent renewal shall be calculated according to Company’s then-current pricing.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices must be received by Company thirty (30) days after the mailing date of the invoice. The fees do not include any taxes, including, without limitation, sales, use or

excise tax. If Customer is a tax-exempt entity, you agree to provide Company with a tax exempt certificate. Otherwise, Company will pay all applicable taxes to the proper authorities and Customer will reimburse Company for such taxes. If Customer has a valid direct-pay permit, you agree to provide us with a copy. For clarity, Company is responsible for paying Company's income taxes, both federal and state, as applicable, arising from Company's performance of this Agreement.

4.3 The parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Customer's obligation to pay under this Agreement is contingent upon Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of the last day for which funds have been appropriated. The Customer shall endeavor, upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement, to provide prompt written notice within 30 days of such event.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.3 Upon the termination of this Agreement Company shall, within five (5) business day following the termination of this Agreement, provide Customer, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Customer Data in electronic format. Further, Company shall certify to Customer the destruction of any Customer Data within the possession or control of Company, but such destruction shall occur only after the Customer Data has been returned to Customer. This Section shall survive the termination of this Agreement.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and

workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNITY

As permitted by law, Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR PROPERTY DAMAGE, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INSURANCE

9.1 During the course of performing services under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$2,000,000 in aggregate and \$1,000,000 each occurrence; (b) Professional Liability (E&O) of at least \$5,000,000; (c) Cyber Liability of at least \$5,000,000; (d) Commercial Auto Insurance for Hire and Non-owned vehicles of at least \$1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will add Customer as an additional insured, primary and noncontributory, to our Commercial General Liability policy. Company will provide Customer with copies of certificates of insurance upon Customer's written request.

10. MISCELLANEOUS

10.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

10.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

10.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

10.5 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.6 Company may use Customer's name and logo in a list of customers section on its website.

10.7 This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Michigan.

EXHIBIT A

Services Statement of Work

1. SaaS Services Description. Company will provide Customer with hosted software for the enrollment, qualification, administration and reporting of the following activities:

- a. Housing Rehabilitation (*to include data migration of approximately 1,369 loans*)

Company will make available to Customer all updates, and any documentation for such updates, to the Services. Company will ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services.

2. Training Services. Company will conduct one (1) eight (8) hour training session, which may be recorded by Customer. The purpose of the training sessions is to familiarize administrator personnel with the workflow and functionality of hosted software.
3. Technical Support. Company will provide Technical Support to Customer via electronic mail on weekdays during the hours of 9:00 am through 7:00 pm Eastern time, with the exclusion of Federal Holidays (“Support Hours”). Customer may initiate a helpdesk ticket during Support Hours by emailing support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.
4. Data Storage. Company agrees that any and all Customer data will be stored, processed, and maintained solely in data centers located in the United States.
5. Backup and Recovery of Customer Data. As a part of the Services, Company is responsible for maintaining a backup of Customer Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within four (4) hours at any point in time.
6. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) in the case of Personally Identifiable Information (PII), at Customer’s sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for six (6) months following the date of notification to such individuals; I perform or take any other actions required to comply with applicable law as a result of the occurrence; Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Company’s representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Company has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Company. This Section shall survive the termination of this Agreement.

EXHIBIT B

Service Level Terms

The Services shall be available 99.5%, measured monthly, excluding holidays and scheduled downtime. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be a "Performance Credit."

1) Definitions.

(a) "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available for normal use.

(b) "Maintenance Window" shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Company shall maintain the Services: Tuesday, Thursday, Saturday 11pm-3am ET.

"Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.

(d) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

2) Calculation. $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 = \text{Percentage Uptime}$ (as calculated by rounding to the second decimal point)

3) Performance Credit. Performance credits may not be redeemed for cash and will only apply a credit to the month in which the incident occurred.

(a) Where Percentage Uptime is equal to or greater than 99.5%, no Performance Credit will be due to Customer.

(b) Where Percentage Uptime is less than 99.5%, Customer shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month)

EXHIBIT C

Implementation Services Statement of Work

This Implementation Services Statement of Work describes the Services to be performed, and Deliverables to be provided, by Company in completion and satisfaction of the Implementation Services.

- 1) **Company Key Roles.** Company will assign an Engagement Manager who will be Customer’s primary contact person and who will coordinate all the activities of the Implementation team.
- 2) **Customer Key Roles.** Customer will assign a person to be the focal point to coordinate the user and technical support and resources needed for the implementation, and to be responsible for approvals and decisions. This person will coordinate data collection and reconciliation, review each stage of the implementation process, and provide end user involvement with systems and user acceptance training. Schedule and cost estimates assume that personnel acting in the roles noted above to be reasonably and readily available to the Company team as needed throughout the project. Additionally, all approvals and decisions are made within a reasonable time period.
- 3) **Implementation Steps.** The following are the general steps which make up the implementation process:
 - Kickoff meeting
 - Program Design and Documentation
 - System Configuration and Signoff
 - Data Review and Validation
 - Administrator Training
 - Historical Data Collection (if applicable)
- 4) **Implementation Deliverables.** The following are the items that will be delivered as part of implementation:
 - a. Program Design and Documentation
 - List of all documents to be uploaded into the system as part of the Program
 - List of all documents to be generated by the system as part of the Program
 - b. System Configuration
 - Create Administrator accounts in the system
 - Configure Customer enrollment application in the system
 - Configure Customer specific approvals and workflow in the system, including up to thirty (30) documents/images to be uploaded
 - Configure up to two (2) program documents to be generated by system
 - c. Data Review and Validation
 - Provide up to five (5) business days for Customer to test and validate system data and configuration
 - d. Administrator Training
 - Conduct one (1) eight (8) hour training session, which may be recorded by Customer.
 - e. Historical data conversion
 - (Optional) Upload Customer historical “active” data (i.e. outstanding loans, grants, etc.) to be provided by Customer in an electronic format specified by Company and priced in Exhibit D.
- 5) **Customer Responsibilities**
 - a. Design and approve data elements, program workflow, and eligibility criteria
 - b. Identify all program documents required to be stored in the system
 - c. Identify all program documents to be generated by the system
 - d. Provide historical data in electronic format specified by Company
 - e. Test and approve system configuration
 - f. Provide final sign off that the system meets all requirements (“Go Live”)
 - g. Participate in administrator training session

EXHIBIT D

Per User Pricing

Additional programs and user licenses may be purchased, pro-rata to the Initial Service Term, based on the pricing table below.

Annual Recurring Fees	USER PRICE	FREQ	USERS	ANNUAL PRICE
Neighborly Software Per Administrator Fee (Users 1-10)	\$200	Monthly	3	\$7,200.00
Neighborly Software Per Administrator Fee (Users 11-20)	\$150	Monthly	0	\$0.00
Neighborly Software Per Administrator Fee (Users 21+)	\$100	Monthly	0	\$0.00
- Technical Support	Included			
- Hosting/Security in Microsoft Tier IV Data Center	Included			
- Data Storage, Backup and Recovery	Included			
ANNUAL TOTAL				\$7,200.00

One Time Implementation Fee	UNIT PRICE	FREQ	UNIT	AMOUNT
Software Implementation Per Program ^a	\$1,500	One Time	1	\$1,500.00
- Software Configuration to Client Design	Included			
- Administrator Training (8 hrs Virtual)	Included			
-Administrator Guide	Included			
- Rushed or Delayed Implementation: Fees may apply ^{2a, 2b}	see notes below			
Data Migration per program	\$2,000	Per Program	1	\$2,000.00
- Additional fees for migrations beyond 5 business days	\$100	Hour	0	\$0.00
<i>(Optional) - Craftsman Book Spec. Database-Cost Estimating</i>	<i>\$500.00</i>	<i>Annually</i>	0	<i>\$0.00</i>
ONE TIME IMPLEMENTATION TOTAL				\$3,500.00

a - Includes configuration for the following programs:

(1) Housing Rehabilitation

YEAR ONE TOTAL:	\$10,700.00
ANTICIPATED YEAR TWO TOTAL:	\$7,200.00

Notes
<p>1. Recurring fees are invoiced annually in advance.</p> <p>2. Implementation fees are invoiced at engagement based on an eight-week implementation period.</p> <p>2a. Implementation greater than eight weeks: The client is expected to dedicate the appropriate resources during the implementation period. If client requires implementation to be pushed beyond the eight-week period, Neighborly Software will charge \$500 per week of delay until the program has gone live.</p> <p>2b. Rushed Implementation fee: If the client requires a rushed implementation shorter than two-weeks, Neighborly Software will charge a one-time rushed implementation fee of \$1,000 in addition to the program</p> <p>3. Increased Database Server Capacity: Neighborly Software will increase database server capacity on Microsoft Azure to ensure the availability of resources will meet expected demand from the program. Pricing will be based on 1 month of surge capacity with the option to add additional months as needed.</p> <p>4. Loan/Asset/Grant Migration: Neighborly Software will commit a staff person to dedicate 5 business days to complete the migration upon completion of the import template. We ask that the client commit resources to assist in this effort. Should the client cause the migration to extend beyond 5 business days, Neighborly Software will charge \$100 / hour for the time expended to complete the data migration project.</p>

12/07/2020

Community Services/RLR

RESOLUTION NO. _____

RESOLUTION TO ACCEPT PROPOSALS FROM FISHBECK FOR PROFESSIONAL ARCHITECTURAL SERVICES AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the City Council accept proposals for professional architectural services for the following:
 - a. Asset management planning for the fire stations, library, public safety facilities, senior center, city hall, district court, and public works buildings at a cost of \$125,000
 - b. Court space utilization study at a cost of \$7,500
 - c. City hall security needs assessment at a cost of \$3,500
2. Funds, a total of \$136,300, for the professional architectural services are available subject to the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept three proposals from Fishbeck, Inc. for professional architectural services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.
3. The City Council does hereby authorize the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Contracts

Proposals

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

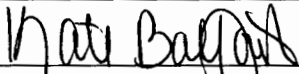
Date: December 7, 2020

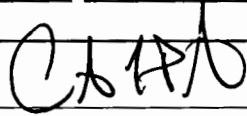
Budget Amendment No. 044

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$136,300 of budgetary authority to provide funding for the development of an asset management plan, court space study, and a security needs assessment for City Hall per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Fire - Buildings - Other Services				
101-337-33800-956.000	-	21,250.00		21,250.00
Police - Building - Other Services				
101-305-30610-956.000	20,100.00	23,750.00		43,850.00
Facilities - Facilities Maintenance - Other Services				
101-267-26700-956.000	680.00	19,150.00		19,830.00
District Court - Building - Other Services				
101-136-13610-956.000	-	27,000.00		27,000.00
Fund Balance/Working Capital (Fund 101)		-	91,150.00	
<u>Parks and Recreation</u>				
Parks and Recreation - Senior Center - Other Services				
208-752-75800-956.000	7,650.00	9,000.00		16,650.00
Fund Balance/Working Capital (Fund 208)		-	9,000.00	
<u>Library Fund</u>				
Library - Facilities - Facilities Maintenance - Other Services				
401-267-26700-956.000	250.00	15,900.00		16,150.00
Fund Balance/Working Capital (Fund 401)		-	15,900.00	
<u>Motor Pool Fund</u>				
Motor Pool Fund - Public Works - Building - Professional Services				
661-441-58300-801.000	-	20,250.00		20,250.00
Fund Balance/Working Capital (Fund 661)		-	20,250.00	

Recommended: 
Finance Director


City Manager

CITY OF WYOMING BUDGET AMENDMENT

Date: December 7, 2020

Budget Amendment No. 044

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2020-2021 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

STAFF REPORT

Date: November 30, 2020

Subject: Professional Architect Services for Development of Asset Management Plans, Court Space Study, and City Hall Security Needs Assessment (Includes Budget Amendment)

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: December 7, 2020

RECOMMENDATION:

It is recommended that the City Council accept the attached proposals, a total value of \$136,000, for professional architectural services, including:

- 1) Asset management planning for the fire stations, library, public safety facilities, senior center, city hall, district court, and public works buildings – cost: \$125,000
- 2) Court space utilization study – cost: \$7,500
- 3) City hall security needs assessment – cost: \$3,500

It is further recommended that the City Council approve the attached budget amendment to provide for the above services.

COMMUNITY, SAFETY, STEWARDSHIP:

The City strives to provide safe, convenient, and well-maintained facilities with minimal burden to the taxpayer.

DISCUSSION:

Asset Management Planning - Our responsibility to steward City facilities, to adequately plan for ongoing maintenance and future replacement needs, are best served through the establishment of detailed asset management plans. Such plans will provide for better informed budgeting, including revenue assessment to meet current and future planned investments. This work will begin with a current facilities conditions assessment and result in an actional asset management plan.

Court Space Study - Well maintained, and appropriately apportioned City facilities are critical to providing essential services to the City's residents and businesses. The existing configuration of the court building no longer supports the needs of the court. Needs exists for expanded offices and meeting space for inhouse and visiting defense attorneys, reconfiguration of the bailiffs'

security office, etc. In general, the first-floor spaces will be evaluated to determine the best, highest functioning layout, including proposed modifications for infection control. The second floor and basement areas will be exempted from the study.

City Hall Security Needs Assessment - Changing societal behaviors require the assessment of physical structures to ensure that environments provide for safety and welfare of employees and patrons through physical design improvements. This enhanced security assessment will define requirements and extents of security upgrades necessary and to develop a cost estimate for future budgetary planning for related construction projects.

BUDGET IMPACT:

Funding for these proposals were not included in the FY 2021 budget. The attached budget amendment, prepared by Finance Director Kate Balfourt and her team, at the direction of the City Manager, with input from my office, is required should the Council seek to approve the professional services contracts.

ATTACHMENTS:

Resolution
Budget Amendment
Standard City Professional Services Contracts
Proposals

###

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,500)

This Contract is made as of the Effective Date between the City and the Professional.

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: November 9, 2020.

"Professional" means: Fishbeck

[Name of professional entity]
A Corporation

[State and type of entity, e.g., corporation, limited liability company, etc.]
1515 Arboretum Dr SE

[Professional's street address]
Grand Rapids, MI 49546

[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: City of Wyoming asset management plans for various Fire, Police, Library, Court, City Hall, Public Works, & WSC facilities (Proposal dated 10/29/2020)

[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:
None.

[Identify those the City Attorney have agreed may be waived or write "None."]

4. This is the only agreement between the parties regarding the Services that are the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Professional.

The City and Professional have signed this Contract as of the Effective Date.

City of Wyoming
By: _____
Jack A. Poll, Mayor
By: _____
Kelli A. VandenBerg, City Clerk
Date signed: _____, 20__
Approved as to form:

Scott G. Smith, City Attorney

Robert E. Pomeroy, AIA

[Professional's name]
By: Robert E. Pomeroy, AIA

[Signature officer, director or principal of Professional]
Robert E. Pomeroy, AIA Senior Vice President/Principal

[Typed/Printed Name & Title of Person Signing for Professional]
Date signed: November 11, 2020

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
 - B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.


[Signature]

Robert E. Pomeroy, AIA Senior Vice President/Principal
[Printed Name and Title of Person Signing]

Robert E. Pomeroy, AIA
[Printed Name of Professional]

Date signed: November 11, 2020

**Exhibit B
Proposal**

October 29, 2020

Rebecca Rynbrandt
Director of Community Services
City of Wyoming
P.O. Box 905
Wyoming, MI 49509-0905

Proposal for Professional Services - Asset Management Plan

Dear Rebecca:

Fishbeck is pleased to provide this comprehensive proposal for professional services in connection with the Asset Management Plan and corresponding Facility Condition Assessments. We sincerely appreciate the opportunity to continue our partnership with the City of Wyoming.

Project Understanding

The City of Wyoming wishes to evaluate many existing facilities to determine current condition, identify existing and potential future deficiencies, and develop an Asset Management plan/maintenance schedule for replacement of systems and materials that have exceeded their life span. This plan will project costs through 2050.

Scope of Work

- Discuss with maintenance representative any known building deficiencies.
- Conduct investigation and evaluate condition of relevant site elements.
- Walk through existing facilities to observe and gather pertinent information regarding building systems (using non-destructive methods) that are visible and easily and safely accessible: architectural, mechanical, electrical, plumbing (MEP), and structural.
- Photograph existing buildings and systems, documenting the areas of deficiencies at the time of observation; photographs may be used to describe findings.
- Evaluate the condition of infrastructure items and assign a recommended year of replacement within the prioritized range. This is typically based upon the anticipated life of the item, its current condition, and the assessment team's expert opinion on remaining life. Priorities will be determined upon a combination of condition, system redundancy, and consequences of failure. Recommendations will be made on physical improvements or replacements, as required.
- Prepare a narrative based on visual observations of the existing facilities' conditions and expected useful life for major building systems.
 - Architectural systems will include exterior walls, windows, roof, entrances/exits, corridors, stairways, elevators, ramps, and finishes.
 - Mechanical systems will include boiler room equipment and controls, interior and exterior HVAC units and controls, and exhaust systems.

- Plumbing systems will include visible plumbing fixtures, floor drains, sanitary, water and storm piping, and water heating systems.
- Electrical systems will include electric service, power and lighting systems, and generators.
- Structural systems will include superstructure components and systems that are readily observable visually.
- Civil/Site systems will include parking lots, sidewalks, and drives.
- Prepare budgetary cost estimates for planning and prioritization of improvements/replacements. Cost estimate will focus on items valued over Ten Thousand Dollars (\$10,000).
- Review report with key personnel and revise, based on feedback received.
- Deliver final report in bound hard-copy and PDF format.

Clarifications/Exclusions

- City of Wyoming to provide existing engineering and architectural documentation for all facilities, to the greatest extent possible. Electronic (CAD) or paper format drawings shall be provided to the assessment team as a reference, prior to the field survey.
- Services related to programming and design of solutions are not included in the scope of work.
- Evaluation of Furniture, Furnishings, and Equipment is not included in the Scope of Work.
- Preparation of CAD drawings of existing facilities is not included.
- Hazardous materials evaluation, evaluation of concealed or inaccessible systems, energy modeling, and structural calculations are not included.

Professional Services Fees

Fishbeck agrees to provide the services above for **Lump Sum fees in accordance with the following schedule**. This includes reimbursable expenses such as mileage, printing costs, and postage.

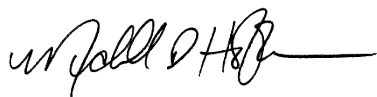
Facility	Address	SF	Total
Fire Station 1	1500 Burton St. SW	7,757	\$21,250
Fire Station 2	4507 S. Division Ave.	5,244	
Fire Station 3	2300 Gezon Pkwy. SW	11,800	
FS3 Classroom Building	2300 Gezon Pkwy. SW	2,400	
Fire Station 4	1250 36 th St. SW	12,452	
Kent District Library – Wyoming	3350 Michael Ave. SW	47,862	\$15,900
Public Safety / Police Department Garages	2300 DeHoop Ave. SW	53,724	\$23,750
Pistol Range Building	2300 DeHoop Ave. SW	14,702	
	2300 DeHoop Ave. SW	1,326	
Senior Center	2380 DeHoop Ave. SW	17,912	\$9,000
City Hall	1155 28 th St. SW	43,151	\$15,650
Justice Center / 62A District Court Garages	2650 DeHoop Ave. SW	55,587	\$19,500
	2650 DeHoop Ave. SW	6,150	
Public Works Motor Pool Building	2660 Burlingame Ave. SW	77,067	\$20,250
Cold Storage Building	2660 Burlingame Ave. SW	3,174	
Salt Dome	2660 Burlingame Ave. SW	11,314	
TOTALS		371,622 SF	\$125,300

Authorization

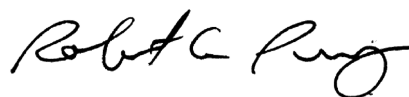
If you concur with our scope of services, please forward the City’s Professional Services Agreement to the attention of Sarah E. Lawrence (selawrence@fishbeck.com) for signature. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.295.4635 or mhoffner@fishbeck.com.

Sincerely,



Michelle D. Hoffner, AIA, CDT
 Senior Architect



Robert E. Pomeroy, AIA
 Senior Vice President/Principal

By email

Copy: Cindy Janes, Tom Smith, Jon Yonkers – Fishbeck

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,500)

This Contract is made as of the Effective Date between the City and the Professional.

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: November 9, 2020.

"Professional" means: Fishbeck

[Name of professional entity]
Corporation
A _____
[State and type of entity, e.g., corporation, limited liability company, etc.]
1515 Arboretum Dr SE

[Professional's street address]
Grand Rapids, MI 49546

[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: City Hall Security Study (Proposal dated 10/29/2020)

[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:
None.

[Identify those the City Attorney have agreed may be waived or write "None."]

4. This is the only agreement between the parties regarding the Services that are the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Professional.

The City and Professional have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Robert E. Pomeroy, AIA

[Professional's name]

By: Robert E. Pomeroy, AIA

[Signature officer, director or principal of Professional]

Robert E. Pomeroy, AIA Senior Vice President/Principal

[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: November 11, 2020

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
 - B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
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9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

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13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.


[Signature]

Robert E. Pomeroy, AIA Senior Vice President/Principal
[Printed Name and Title of Person Signing]

Robert E. Pomeroy, AIA
[Printed Name of Professional]

Date signed: 11/11/2020

**Exhibit B
Proposal**

October 29, 2020

Rebecca Rynbrandt
Director of Community Services
City of Wyoming
P.O. Box 905
Wyoming, MI 49509-0905

Proposal for Professional Services - City Hall Security

Dear Rebecca:

Fishbeck is pleased to provide this comprehensive proposal for professional services in connection with the three projects listed below. We sincerely appreciate the opportunity to continue our partnership with the City of Wyoming.

Project Understanding

Fishbeck proposes a Phase 1 Needs Assessment for enhanced security required at City Hall. This assessment will define requirements and extents of security upgrades necessary and develop a budget for the work.

Scope of Work

Fishbeck will work with City staff to determine exact requirements for enhanced security. Services will include:

- Interview key staff to determine the project requirements and document this information in meeting notes and written Project Scope.
- Design solution may include some or all of the following:
 - Staffed kiosk or workstation in the main lobby with visibility to both entrances and alarm.
 - Door hardware additions/modifications to promote security measures/lockdown.
 - Addressing security for openings to hallway.
 - Assessing mechanical system to promote infection control.
- Prepare schematic floor plan for review and approval by City staff.
- Prepare an estimate of probable construction cost based on schematic plans.
- Work with City IT staff and Fishbeck-provided technology consultant (CommTech) to ascertain technology requirements and determine associated costs.

Clarifications

- Our scope of services does not include detailed plans and specifications for bidding or construction.

Professional Services Fees

Fishbeck agrees to provide Phase 1 services for a **Lump Sum fee of \$3,500** (Three Thousand Five Hundred dollars). This includes reimbursable expenses such as mileage, printing costs, and postage.

Once the project receives approval to move forward, Fishbeck will advance the design from through construction documents and support the City with bidding and construction administration (CA) services. Fishbeck will provide a lump sum fee for Phase 2 services of this once a schematic design has been selected and approved. Phase 2 may include FF&E specifications, depending on the selected design solution.

Authorization

If you concur with our scope of services, please forward the City's Professional Services Agreement to the attention of Sarah E. Lawrence (selawrence@fishbeck.com) for signature. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.295.4635 or mhoffner@fishbeck.com.

Sincerely,



Michelle D. Hoffner, AIA, CDT
Senior Architect



Robert E. Pomeroy, AIA
Senior Vice President/Principal

By email

Copy: Cindy Janes, Tom Smith, Jon Yonkers – Fishbeck

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,500)

This Contract is made as of the Effective Date between the City and the Professional.

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: November 9, 2020.

"Professional" means: Fishbeck

[Name of professional entity]
Corporation
A _____
[State and type of entity, e.g., corporation, limited liability company, etc.]
1515 Arboretum Dr SE

[Professional's street address]
Grand Rapids, MI 49546

[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: Court Space Study (Proposal dated 10/29/2020)

[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:
None.

[Identify those the City Attorney have agreed may be waived or write "None."]

4. This is the only agreement between the parties regarding the Services that are the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Professional.

The City and Professional have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Robert E. Pomeroy, AIA

[Professional's name]

By: Robert E. Pomeroy, AIA

[Signature officer, director or principal of Professional]

Robert E. Pomeroy, AIA Senior Vice President/Principal

[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: November 11, 2020

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
 - B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.



[Signature]

Robert E. Pomeroy, AIA Senior Vice President/Principal

[Printed Name and Title of Person Signing]

Robert E. Pomeroy, AIA

[Printed Name of Professional]

Date signed: 11/11/2020

**Exhibit B
Proposal**

October 29, 2020

Rebecca Rynbrandt
Director of Community Services
City of Wyoming
P.O. Box 905
Wyoming, MI 49509-0905

Proposal for Professional Services - Court Space Study

Dear Rebecca:

Fishbeck is pleased to provide this comprehensive proposal for professional services in connection with the Space Study for the Wyoming Justice Center. Thank you for the opportunity to continue our work with the City of Wyoming.

Project Understanding

The existing configuration of the first floor of the Court Building no longer supports the needs of the Court. The Court requires offices for in-house attorneys, visiting defense attorneys, and a reconfigured Bailiff's Security Office. The project will also include renovating or relocating the Detainee/Attorney meeting room(s) to the non-secure side of the Holding Area. The small Magistrates Courtroom and other spaces on the first floor may also be renovated.

In general, most of the spaces on the first floor will be evaluated to determine the best layout and the scope of a future renovation project to support the Court's needs. Proposed modifications for infection control will also be discussed. The second floor will not be included in this study and the City does not wish to move staff to the basement level so there will be minimal, if any, changes to the basement floor plan.

Scope of Work

Fishbeck will provide the following services:

- Collect and review the existing plans.
- Interview key staff (City Manager, City Attorney, Court Administrator, Chief Judge) to determine the project requirements and document this information in a written program.
- Tour the building to become more familiar with the building construction (we will not do any destructive testing or detailed analysis of the structure).
- Prepare conceptual first floor plan that would meet the needs of the Court.
- Review conceptual plan with City and Court staff to determine the best solution. Refine based on input.
- Prepare a square foot cost estimate of the recommended conceptual plan.
- Combine the information above into a final Report for the City and Court's review and approval.

Clarifications

Our scope of services does not include detailed plans and specifications for bidding or construction, review of local building or zoning codes, geotechnical or hazardous materials investigations or abatement or construction phase services. Also excluded is any detailed analysis of the buildings mechanical (HVAC) and electrical systems. HVAC replacement is covered under separate contract and will not be included in estimate.

Professional Services Fees

Fishbeck agrees to provide the services above for a **Lump Sum fee of \$7,500** (Seven Thousand Five Hundred dollars). Fees include reimbursable expenses such as mileage, printing costs, and postage.

Authorization

If you concur with our scope of services, please forward the City's Professional Services Agreement to the attention of Sarah E. Lawrence (selawrence@fishbeck.com) for signature. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.295.4635 or mhoffner@fishbeck.com.

Sincerely,



Michelle D. Hoffner, AIA, CDT
Senior Architect



Robert E. Pomeroy, AIA
Senior Vice President/Principal

By email

Copy: Cindy Janes, Tom Smith, Jon Yonkers – Fishbeck

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM VOS GLASS, LLC FOR THE
PURCHASE AND INSTALLATION OF WINDOWS AND DOORS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Vos Glass, LLC for the purchase and installation of windows and doors in the total estimated amount of \$83,985.
2. Funds are available in the capital outlay account number 101-337-33800-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Vos Glass, LLC for the purchase and installation of windows and doors.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: November 17, 2020
Subject: Fire Station Windows and Doors
From: Deputy Fire Chief, Dennis Van Tassell
Meeting Date: December 7, 2020

RECOMMENDATION:

It is recommended that the City Council accept a proposal for the purchase and installation of windows and exterior slider doors from Vos Glass, LLC in the total amount of \$83,985.

COMMUNITY, SAFETY, STEWARDSHIP:

The project will help properly secure the fire stations from the elements that West Michigan weather produces, further ensuring that the equipment is ready for use as needed.

DISCUSSION:

Due to the age of the structures, Fire Stations 3 & 4 have windows and slider doors that are beyond their operational lifetime and need to be replaced. On August 18, 2020 the City sent out bid invitations to 74 vendors. No bids were received. Four additional commercial grade glass installers from the Grand Rapids area were contacted regarding a proposal for the project, of which only two responded.

Vos Glass, LLC \$83,985
Double O, Inc. \$116,500

The department recommends awarding the project to Vos Glass, LLC, the lowest proposal received.

BUDGET IMPACT:

Sufficient funds have been allocated in the Buildings - Capital Outlay account #101-337-33800-975.000.

Attachment:
Contract

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)

This Contract is made as of the Effective Date between the City and the Contractor.

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"Effective Date" means: September 17, 2020.

"Items" means the parts, equipment or other items or services the City is purchasing from the Contractor as itemized in the Proposal.

"Proposal" means the Contractor's proposal attached as Exhibit B.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Contract Standard Terms and Conditions."

"Contractor" means: Vos Glass, LLC
[Name of contracting entity]
A Michigan Limited Liability Company
[State and type of entity, e.g., corporation, limited liability company, etc.]
902 Scribner Ave, NW
[Contractor's street address]
Grand Rapids, MI 49504
[Contractor's city, state & zip]

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the services and items as detailed in the Proposal.
2. The City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph Contractor is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

None.
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Contractor.

The City and Contractor have signed this Contract as of the Effective Date.

CITY OF WYOMING

Vos Glass, LLC

By: _____
Jack A. Poll, Mayor


By:  _____
[Signature officer, director or principal of Contractor]

By: _____
Kelli A. Vandenberg, City Clerk

[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 11/18/, 2020

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions (“**Standard Terms**”) apply to any contracts to which the City of Wyoming (the “**City**”) is a party (“**City Contract**”) unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or below, the party contracting with the City (“**Contractor**”) attests it complies with and will comply with these Standard Terms.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. **Permits and Inspections.** Unless the City Contract or the Proposal states otherwise, Contractor will, without expense to the City, obtain all licenses and permits required to lawfully perform the work under the City Contract and furnish copies of those licenses and permits to the City before commencing work. Contractor will also ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

5. **Qualifications.** Contractor represents and promises that:

A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Contractor nor any subcontractor is an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.

6. **Nondiscrimination.** Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee’s or applicant’s ability to perform the duties of a job or position. “Sex” includes sexual orientation and gender identity or expression. “Gender identity or expression” means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. “Sexual orientation” means the term as defined by Michigan Civil Service Commission Rule 9-1. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eeoc.gov/>).

7. **Ethical Standards.** Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any change in this circumstance.

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or project to which it relates shall not be made without the City Manager’s prior written approval and only in accordance with the written terms provided in that approval.

9. **W-9.** Before beginning work, Contractor and subcontractors will return by e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form).

10. **Intellectual Property.** Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend all actions against the City or the City’s officers or employees for any

alleged infringement of any intellectual property rights by reason of their sale or use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all materials and items supplied under the City Contract shall be new, the best of their respective kind and free from defects.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during the work and cleanup and remove of all debris resulting from the work. Disposal will comply with applicable law and Contractor shall retain and, upon request, provide the City copies of any required manifest and other disposal documentation.

14. Restoration. Contractor shall restore, without expense to the City, property damaged during or as a result of work under the City Contract to a condition similar and equal to that existing before such damage. If Contractor fails to make such repairs or restoration, the City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide the City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for items provided or installed under the City Contract, and will ensure warranties for such items are held by or assigned to the City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the work provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under the City Contract. Contractor will hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's work under the City Contract. Contractor will reimburse the City for or pay in the City's stead costs the City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's work under the City Contract.

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits:
\$1,000,000 Each Occurrence
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSURED
If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.

If the City requests, Contractor will provide to the City Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, items supplied or used in performance of the City Contract, and all work under the City Contract for at least 6 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

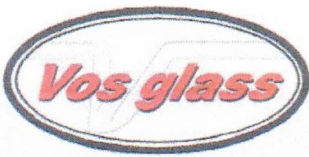
19. Assignment/Beneficiaries. Unless the City Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Contractor is wholly independent of the City and none of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

ACKNOWLEDGEMENT

Contractor acknowledges receiving these Standard Terms and, unless modified by the City Contract, (i) they apply to the City Contract and Contractor's work, (ii) Contractor complies and will comply with them, and (iii) the City is relying on them.

EXHIBIT B



902 Scribner Avenue, N.W.
Grand Rapids, MI 49504
P: (616) 458-1535
F: (616) 458-3320

ALUMINUM STOREFRONTS, VENTS, AND PATIO SLIDERS

Remove existing windows

Furnish and install new aluminum storefronts, vents, and patio sliders

Date: 09 / 17 / 20
Project Name: City of Wyoming - Fire Stations
Project Location: City of Wyoming

1250 36th Street SW Location:

-STOREFRONT OPENINGS: One (1) 200" x 87 1/2", One (1) 72" x 59", Two (2) 48 1/2" x 47 1/2"
One (1) 88" x 63" (north elevation)
Five (5) 48 1/2" x 47 1/2" (west elevation)
Two (2) 64 1/2" x 63 1/2", One (1) 40" x 39 1/2" (south elevation)
Two (2) 32" x 31 1/2", One (1) 72" x 59" (east elevation)

-FRAMING: 2" x 4 1/2" Tubelite T14000 series center set alum. storefront
-FINISH: Standard dark bronze anodized aluminum finish
-GLAZING: 1" standard bronze low-e tempered insulated units
-VENTS: Twelve (12) Tubelite VW3700 series awning style vents with roto cranks
-PATIO SLIDER: One (1) 80" x 88" Quaker M300 series patio slider
-FLASHING: Sill flashing included
-JOINT SEALANTS: Perimeter sealants and caulking included

2300 Gezon Parkway SW Location:

-STOREFRONT OPENINGS: One (1) 200" x 100" (east elevation)
Four (4) 41" x 39 1/2" (north elevation)
Three (3) 32" x 32", One (1) 40" x 39 1/2" (south elevation)

-FRAMING: 2" x 4 1/2" Tubelite T14000 series center set alum. storefront
-FINISH: Standard dark bronze anodized aluminum finish
-VENTS: Ten (10) Tubelite VW3700 series awning style vents with roto cranks
-GLAZING: 1" standard bronze low-e tempered insulated units
-PATIO SLIDER: One (1) 80" x 88" Quaker M300 series patio slider
-FLASHING: Sill flashing included
-JOINT SEALANTS: Perimeter sealants and caulking included

Customer/Bill to: City of Wyoming

Contact: Dennis Van Tassell

Phone: 616-530-7252

Fax:

Email: vantasselld@wyomingmi.gov

Architect: N/A

Plans Dated: N/A

File Name:

Your Vos Glass Contact is: Dan Scholten
dscholten@vosglass.com
616.458.1535

Notes: If you do not have an active account, a 50% deposit is required at time of order, balance due at completion. 3% processing fee for credit card payments.

MATERIALS FURNISHED AND INSTALLED

BASE BID.....\$70,915

ALTERNATE BID --

To include "in the glass blind" insulated units in lieu of bronze low-e tempered units in conference rooms only
ADD to Base Bid.....\$13,070

QUALIFICATIONS AND EXCLUSIONS:

Michigan sales tax is included.
Construction permits and licenses are NOT included.
Final cleaning of glass and related aluminum is NOT included.
Stamped certified structural calculations are NOT included.
Testing, special samples or mock-ups are NOT included.
Historic certification and compliance responsibilities by others.
Lead and asbestos free requirements, documentation and compliance by others.
Manufacturers' standard warranties, terms and conditions apply.
Any scope not specifically detailed above is to be considered an exclusion.

We propose to furnish materials and labor in accordance with above specifications for the sum of: SEE ABOVE

PAYMENT TERMS

Progressive monthly billing at NET 30 days for authorized accounts. If you do not have an account with Vos Glass, a completed and approved credit application or payment may be required before commencement of work. Vos proposal conditions apply. A copy of which will be provided if not attached. This proposal may be withdrawn by Vos Glass if not accepted within Thirty (30) Days.

Authorized Signature—VOS GLASS, LLC Dan Scholten Contact Info dscholten@vosglass.com Date 09 / 17 / 20

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions as they appear on both pages of this proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature Contact Info Date

Printed Name



Format of Contract. The terms set forth in this Proposal are the sole terms for the purchase of goods and services by Purchaser and shall apply to the exclusion of any inconsistent or additional terms contained in Purchaser's acknowledgment or any other writing. Purchaser's acceptance of these terms shall be conclusively presumed by the Purchaser's acceptance of Seller's shipment of the goods or performance of the services requested under the Proposal, or by Purchaser's return to Seller of the signed acknowledgment copy of this Proposal. Notification of objection to any additional or inconsistent terms is hereby given to the Purchaser.

Destination Contract. This contract is a destination contract. Seller bears the risk of loss until the goods are tendered to Purchaser at the location specified in this Proposal. Purchaser assumes full risk of loss once goods are tendered and/or installed in installation by the Seller is required by this Proposal.

Warranty. The warranties in this proposal are in lieu of all other warranties, express or implied, including without limitation, any warranties of merchantability of fitness for a particular purpose, said warranties being expressly disclaimed.

Remedy. The Purchaser agrees that its sole and exclusive remedy against Seller shall be limited to the repair and replacement of defective parts of the goods provided Seller is promptly notified of any defect. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as the Seller is willing and able to repair or replace a defective part. In any event, Seller's liability for any damages due Buyer, Shall be limited to the purchase price of the goods.

Statute of Limitations. The Statute of Limitations applicable to all claims arising under this Proposal, shall be one year from date the claim accrues.

Force Majeure. Seller will not be liable for any loss, damage, or injury resulting from delay in delivery or installation of the goods, or for any failure to perform which is due to circumstances beyond its control.

Limitation of Damages. The maximum liability, if any, for all direct damages, including without limitation, contract damages and damages for injuries to persons or property whether arising from Seller's breach of this Proposal, breach of warranty, negligence, strict liability, or other tort with respect to the goods, or any services in connection with the goods, is limited to an amount not to exceed the price of the goods. In no event shall Seller be liable to Purchaser for any incidental, consequential or special damages.

Indemnity. Purchaser agrees to protect, defend, and hold harmless, and indemnify Seller and its representatives, officers, agents, employees, and customers, from and against any and all claims, actions, liabilities, losses, cost and expenses arising out of any death, or injury to any person, damage to any property, including but not limited to, property of the Purchaser or any other damage or loss by whomsoever suffered, resulting or claimed to result in whole or in part, from any breach of Seller's warranties as specified herein, or claimed defect in the goods or services provided hereof.

Assignment. Purchaser shall not assign rights or delegate its duties under this Proposal without Seller's prior written consent.

Severability. If any provision of this Proposal is found to be in valid or unenforceable, only writing signed by Seller and Purchaser may amend all other provisions of this Proposal.

Applicable Law. The provision of goods and services in accordance with this Proposal, and all promises contained herein, shall be governed by the laws of the state of Michigan, without respect to the state's choice of laws provisions. Purchaser and Seller agree that any legal claims arising out of this proposal be brought in Grand Rapids, Kent County, Michigan.

Successors. The terms of this contract, evidenced by this Proposal, shall inure to benefit of binding on the successors and assigned parties.

Notice of Claim for Defective Delivery. Purchaser waives any right of rejection or revocation of acceptance or any claim or defense based on the quality of the goods and services specified herein unless with in 10 days after Purchaser learns of the defect complained of, but in any event within 45 days after receipt of shipment, Purchaser sends to Seller a letter notifying Seller of such defect.

Waiver of Specific Performance. Purchaser acknowledges that the goods covered by the contract evidenced by this Proposal are not unique, and that the circumstances of this transaction do not warrant the remedy of specific performance and replevin.

12/07/20

Purchasing/LAJ

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM MED-1 OCCUPATIONAL HEALTH SERVICES TO PROVIDE HEALTH ASSESSMENT SERVICES AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, MED-1 Occupational Health Services provides health assessment services for the City.
2. MED-1 Occupational Health Services has provided the City with a proposal to extend their current contract, with a slight increase, through January 16, 2022.
3. It is recommended the City Council accept the proposal.
4. Funds are budgeted in various departmental accounts with the appropriate account being charged at the time of acquisition.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from MED-1 Occupational Health Services to provide health assessment services through January 16, 2022.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Standard City Professional Services Contract

Resolution No. _____

STAFF REPORT

Date: November 30, 2020

Subject: Proposal to Extend a Contract for Health Assessment Services

From: Emily Vande Griend, Human Resources Specialist

Meeting Date: December 7, 2020

RECOMMENDATION:

It is recommended that the City Council accept the proposal from MED-1 Occupational Health Services (MED-1) to extend the current contract which provides health assessment services with a slight price increase, as detailed on the attached Standard City Professional Services Contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Health assessment services are used to assess and treat work-related injuries, administer pre-employment physicals and drug screens, and perform required reoccurring job-related physical examinations. MED-1 is certified and qualified to perform health assessment services and does so in accordance with all state and federal regulations. Each time health assessment services are used, the City demonstrates the mission of Community, Safety, Stewardship, ensuring that employees are capable and certified to perform their job duties safely.

DISCUSSION:

On January 16, 2017, the City Council awarded a proposal to provide health assessment services through January 16, 2020, to the low proposal received from MED-1. The proposal reserved the City the option to extend the contract. On November 18, 2019, the City Council authorized Resolution number 26546 accepting Med-1 offer to extend their pricing with a slight increase due to medication and medical supply costs through January 16, 2021.

MED-1 has provided secure and professional services to the City of Wyoming over the last four years. It is recommended the City accept the proposal from MED-1 to extend their pricing, with a slight increase through January 16, 2022.

BUDGET IMPACT:

The estimated expenditure for health assessment services last year was \$14,000 lower than expected. It is estimated that the annual expenditure for the upcoming year to total approximately \$30,000.00. Funds for health assessment services are budgeted in various departmental accounts with the appropriate account being charged at the time of acquisition.

Attachments:
Standard City Professional Services Contract
Proposal

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)

This Contract is made as of the Effective Date between the City and the Contractor.

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"Effective Date" means: January 16, 2021.

"Items" means the parts, equipment or other items or services the City is purchasing from the Contractor as itemized in the Proposal.

"Proposal" means the Contractor's proposal attached as Exhibit B.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Contract Standard Terms and Conditions."

"Contractor" means: Med-1 Leonard, LLC
[Name of contracting entity]
A Michigan Limited Liability Company
[State and type of entity, e.g., corporation, limited liability company, etc.]
1140 Monroe NW, Suite 150
[Contractor's street address]
Grand Rapids, MI 49503
[Contractor's city, state & zip]

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the services and items as detailed in the Proposal.
2. The City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph Contractor is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

None.
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Contractor.

The City and Contractor have signed this Contract as of the Effective Date.

CITY OF WYOMING

Med-1 Leonard, LLC

By: _____
Jack A. Poll, Mayor

By: Mary Alice Ehrlich
[Signature officer, director or principal of Contractor]
Mary Alice Ehrlich, Exec. V.P.
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 11-30, 2020

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions (“**Standard Terms**”) apply to any contracts to which the City of Wyoming (the “**City**”) is a party (“**City Contract**”) unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or below, the party contracting with the City (“**Contractor**”) attests it complies with and will comply with these Standard Terms.

2. Legal Compliance. Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. Permits and Inspections. Unless the City Contract or the Proposal states otherwise, Contractor will, without expense to the City, obtain all licenses and permits required to lawfully perform the work under the City Contract and furnish copies of those licenses and permits to the City before commencing work. Contractor will also ensure all inspections required by local, state, and federal agencies and codes are performed.

4. Grant Compliance. If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

5. Qualifications. Contractor represents and promises that:

A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

C. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Contractor nor any subcontractor is an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.

6. Nondiscrimination. Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee’s or applicant’s ability to perform the duties of a job or position. “Sex” includes sexual orientation and gender identity or expression. “Gender identity or expression” means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. “Sexual orientation” means the term as defined by Michigan Civil Service Commission Rule 9-1. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eeoc.gov/>).

7. Ethical Standards. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or project to which it relates shall not be made without the City Manager’s prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will return by e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form).

10. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend all actions against the City or the City’s officers or employees for any alleged

infringement of any intellectual property rights by reason of their sale or use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all materials and items supplied under the City Contract shall be new, the best of their respective kind and free from defects.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during the work and cleanup and remove of all debris resulting from the work. Disposal will comply with applicable law and Contractor shall retain and, upon request, provide the City copies of any required manifest and other disposal documentation.

14. Restoration. Contractor shall restore, without expense to the City, property damaged during or as a result of work under the City Contract to a condition similar and equal to that existing before such damage. If Contractor fails to make such repairs or restoration, the City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide the City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for items provided or installed under the City Contract, and will ensure warranties for such items are held by or assigned to the City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the work provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under the City Contract. Contractor will hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's work under the City Contract. Contractor will reimburse the City for or pay in the City's stead costs the City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's work under the City Contract.

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits:
\$1,000,000 Each Occurrence
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage):
\$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

If the City requests, Contractor will provide to the City Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, items supplied or used in performance of the City Contract, and all work under the City Contract for at least 6 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless the City Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Contractor is wholly independent of the City and none of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

ACKNOWLEDGEMENT

Contractor acknowledges receiving these Standard Terms and, unless modified by the City Contract, (i) they apply to the City Contract and Contractor's work, (ii) Contractor complies and will comply with them, and (iii) the City is relying on them.

EXHIBIT B

City of Wyoming Contract Extension 2021
with Services Provided by MED-1
Occupational Health Services

Type of Service	Service Description	Effective Jan. 16, 2020	Effective Jan. 2021, date TBD
Injury/Illness	Treatment for work related injury or illness	Discounted 5% off State of Michigan Fee Schedule	Discounted 5% off State of Michigan Fee Schedule
	Referral to Specialists for testing and further treatment if necessary	No Charge	No Charge
Physical Exams	Pre-Placement/Post-Offer Exam	\$38.00	\$40.00
	Fitness for Duty Exams	\$65.00	\$65.00
	National Fire Protection Association (NFPA) Physicals - PE Only	\$50.00	\$59.00
	DOT Examination New	\$55.00	\$60.00
	DOT Examination Recertification	\$55.00	\$60.00
	MCOLES Exam	\$55.00	\$55.00
	TB Test	\$20.00	\$25.00
	T-Spot or Quantiferon Gold	\$65.00	\$67.00
	Hepatitis B Series - Per injection	\$90.00	\$90.00
	Comprehensive Back Exam	No Charge	No Charge
	OSHA Respirator Medical Evaluation Questionnaire	\$15.00	\$17.00
	Respiratory Fit Test*	\$20.00	\$35.00
	Respiratory Physical*	\$35.00	\$35.00
	PFT	\$40.00	\$55.00
	Hand/Wrist Exam	No Charge	No Charge
	Titmus Vision Test	No Charge	\$3.50
	Lift Test*	\$15.00	\$15.00
	Audio	\$15.00	\$16.00
	PSA	\$25.00	\$32.00
	CBC w Differentials	\$12.00	\$12.00
	Chest x-ray 2 v	\$55.00	\$55.00
	Profile III	\$30.00	\$35.00
	Return to Work (include a work status letter from treating physician)	\$32.00	\$35.00
OSHA Respirator Medical Evaluation Questionnaire			
Medical Surveillance/Hazmat Exam*	\$38.00	\$55.00	
Drug/Alcohol Tests (Scheduled, Random and Unannounced)	Drug Tests		
	5 Panel Rapid	\$25.00	\$25.00
	5 Panel Standard	\$25.00	\$25.00
	7 Panel Rapid or Standard*	\$25.00	\$25.00
	10 Panel Rapid*	\$25.00	\$25.00
	10 Panel Standard*	\$25.00	\$25.00
	Rapid Drug Screen Confirmation of non negative screenings	\$30.00	\$30.00
	Hair Test*	\$65.00	\$65.00
	MCOLES	\$25.00	\$25.00
	DOT	\$56.00	\$56.00
	Non DOT	\$25.00	\$25.00
	eScreen	Not Applicable	Not Applicable
	Urine (DOT) Collection Only	\$20.00	\$20.00
	Hair Test Collection Only*	\$20.00	\$20.00
	E.B.T (Evidential Breath Test) (Non-DOT)	\$16.00 \$16.00 Confirmation if Required	\$16.00 \$16.00 Confirmation if Required
	E.B.T (Evidential Breath Test) (DOT)	\$32.00 Confirmation Included	\$32.00 Confirmation Included
	MRO	\$20.00	\$20.00
Additional Services	Physical Therapy	Discounted 5% off State of Michigan Fee Schedule	Suspended due to PT 3rd Party Agreement**
	Wellness	Volume based pricing	Volume based pricing
	MRO	\$20.00	\$20.00
	Consortium	Volume based pricing	Volume based pricing
	EKG	\$40.00	\$40.00
	DOT Follow-up	\$25.00	\$30.00
	Educational & Episodic	Volume based pricing	Volume based pricing
	Venipuncture On Site Staffing for Fire Department	No Charge	No Charge

* Not utilized YTD 11/12/2020

** Beginning in Feb. of 2019 One Call became 3rd Party payor for PT services, mostly likely subcontracted by carrier Comp One

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CHANGE ORDER FOR THE BURLINGAME
WATER STORAGE TANKS REHABILITATION AND PAINTING PROJECT AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CHANGE ORDER

WHEREAS:

1. On April 20, 2020, City Council adopted Resolution number 26650 awarding the bid for the rehabilitation and repainting of two 2 ½ million gallon water storage tanks at the City's Burlingame site to Fedewa, Inc.
2. As detailed in the attached staff report, it is recommended the City Council accept a change order in the amount of \$8,800.00 needed for the weir box and tank wall repairs.
3. Funds for this project are budgeted in the Water Fund Capital Improvement account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the change order for the Burlingame water storage tanks rehabilitation and painting in the amount of \$8,800.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the change order.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 7, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Change Order

STAFF REPORT

Date: November 25, 2020

Subject: Burlingame Water Storage Tank Rehabilitation and Painting change order

From: Robert Veneklasen, Water Plant Superintendent

Meeting Date: December 7, 2020

RECOMMENDATION:

I recommend approval of the Burlingame Station ground storage tank rehabilitation project change order #1 in the amount of \$8,800.00 from Fedewa Inc. and as approved by Prein & Newhof. This is expected to be the only change order for this project.

COMMUNITY, SAFETY, STEWARDSHIP:

Proper maintenance of the water storage tanks retains drinking water quality and ensures safe and secure storage of the water. This makes certain that everyone in the City receives the best quality drinking water.

DISCUSSION:

The 2017 Water System Reliability Study recommended the continued use of the Burlingame water storage tanks and pump station but indicated that rehabilitation and upgrades were necessary to achieve this outcome. It was pointed out that the Burlingame tanks, station, and equipment are the oldest components in the water distribution system.

In November of 2018 the engineering design firm of Prein & Newhof was chosen to closely evaluate the two storage tanks and the pump station and develop project specifications for the needed improvements. The improvements were to be designed in two phases with the water storage tanks being the first phase, followed by replacement of the antiquated pump station. This approach was taken in order to retain use of the site during the summer months. The storage tank rehabilitation project was bid and approved at a cost of \$1,444,999.00.

The two 2-1/2 million-gallon ground storage tanks were closely inspected in November of 2019 resulting in the creation of bidding specifications for rehabilitation, improvements, and repainting. The portion of the tank wall behind the overflow weir box could not be visually inspected from inside the tank and the exterior inspection did not indicate the deterioration present. Upon abrasive blasting of the surfaces, voids in the steel tank wall were exposed. This condition was common to both storage tanks.

The rehabilitation contract with Fedewa, Inc. included an allowance of \$20,000.00 for anticipated repairs to the roof support girders, a common condition in this type of tank. However, the roof support girders were found to be of sound condition in both storage tanks meaning the allowance will be unspent.

The change order of \$8,800.00 is the net result of the \$28,800.00 needed for the weir box and tank wall repairs and the deduction of the \$20,000.00 allowance for the unneeded roof support repairs.

BUDGET IMPACT:

The additional change order cost of \$8,800.00 along with the approved project cost of \$1,444,999.00 makes the total project cost \$1,453,799.00. Sufficient funds are available in the Water Fund Capital Improvement budget account #591-591-57300-986.444

CHANGE ORDER NO.: 1

Owner:	City of Wyoming	Owner's Project No.:	
Engineer:	Prein&Newhof	Engineer's Project No.:	2180582
Contractor:	Fedewa, Inc.	Contractor's Project No.:	
Project:	Burlingame Reservoir Rehabilitation		
Contract Name:	Contract 2		
Date Issued:	11/20/2020	Effective Date of Change Order:	11/20/2020

The Contract is modified as follows upon execution of this Change Order:

Description:

This change increases the contract by the amount provided in Bulletin No. 1 pricing to repair the exterior sidewall of both tanks at the location of the weir box and to completely replace the weir box in each tank. Change order also returns the unused bid amount for replacement of the roof stiffeners in both tanks.

Attachments:

See Attached Detail Sheet, Bulletin No. 1, and Contractor Pricing

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>1,444,999.00</u>	Original Contract Times: Substantial Completion: <u>11/30/2020</u> Ready for final payment: <u>11/30/2020</u>
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 0: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,444,999.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>11/30/2020</u> Ready for final payment: <u>11/30/2020</u>
[Increase] [Decrease] this Change Order: \$ <u>8,800.00</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>6 Days</u> Ready for final payment: <u>6 Days</u>
Contract Price incorporating this Change Order: \$ <u>1,453,799.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>12/6/2020</u> Ready for final payment: <u>12/6/2020</u>

Recommended by Engineer (if required)

By: _____
Title: _____
Date: _____

Authorized by Owner

By: _____
Title: _____
Date: _____

Accepted by Contractor

By: Callie Ad
Title: RWS
Date: 11-21-2020

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

Change Order

For (project): Burlingame Reservoir Rehabilitation					Change No. 1		
From (Contractor): Fedewa, Inc.					Date: 11/20/2020		
ITEM		VALUE			CHANGE		
Item No.	Description of Change	Quantity Change	Unit	Unit Price	Total Value	Decrease in Contract Price	Increase in Contract Price
1	Replace steel plate and weir box in both tanks	1	1	\$28,800.00	\$28,800.00		28,800.00
2	Roof stiffener replacement - Not Needed	-1	1	\$20,000.00	-\$20,000.00	20,000.00	
Change Totals						\$20,000.00	\$28,800.00
Net Change In Contract Price							\$8,800.00

Date: July 27, 2020

To: Fedewa, Inc.

From: Prein&Newhof

Project Title: City of Wyoming, Water Supply System Improvements – Contract No. 2 Burlingame Reservoir Rehabilitation

Project #: 2180582

Background:

The following provides specifications for repair work associated with holes located in the east and west Burlingame Reservoirs.

General Scope:

See attached Bulletin No. 1 prepared by Dixon Engineering, Inc.

Please provide pricing for these Bulletin activities.

Sincerely,

Prein&Newhof

Peter W. Brink, P.E.

Wyoming, MI
2-Burlingame Tanks
July 23, 2020
Bulletin No. 1

Provide prices for the following:

- 1) Replace the sidewall steel plate at the weir box on both tanks. Cut and remove a section of the sidewall at the weir box. The replacement section is to extend past the box. The estimated size of the replacement sheet is 54 inches by 16 inches. Plate thickness to match the existing sidewall and is to be flush with the existing steel. Plate to be installed flush with full penetration butt welds.

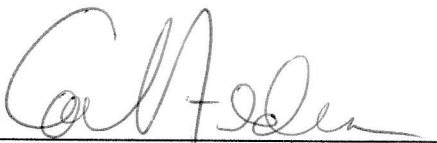
Both tanks - \$ 12,200

- 2) Replace the deteriorated sections of the weir box as needed. Abrasive blast clean the box to determine extent of replacement needed. Remove the deteriorated section and weld patch plates. Plates to overlap the repair area a minimum of 1/2 inch all around and to be welded using full penetration fillet welds. Pricing to be on a per plate basis with a size of 6 inch by 12 inch by 1/4 inch thick plate. The number of plates required will be determined by the Engineer.

Per Plate - \$ 1,600

- 3) Replace the entire weir box. The size of the weir box is to match the existing box, including the support gussets. All steel is to be 1/4 inch thick. All welds are to be 1/4 inch full fillet welds.

Both Tanks - \$ 16,600



Contractor Signature

8-5-2020

Date

ORDINANCE NO. 17-20

ORDINANCE TO AMEND CHAPTER 14 OF THE CODE OF ORDINANCES BY
ADDING ARTICLE XIII TO REGULATE MOBILE FOOD VENDOR BUSINESSES IN
THE CITY AND PROVIDE PENALTIES FOR VIOLATIONS OF THAT ARTICLE

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 14 of the Code of Ordinances, City of Wyoming, Michigan, is amended by adding Article XIII to read as follows:

ARTICLE XIII – MOBILE FOOD VENDORS

Sec. 14-131. – Purpose of article.

This article is intended to (i) expand convenient and varied eating opportunities in the city, (ii) support culinary entrepreneurship and small business development by allowing mobile food vendors to operate safely within designated areas of the city, and (iii) to protect brick and mortar businesses that have invested in the city and that pay property taxes while allowing for new businesses to enter the market.

Sec. 14-132. – Mobile food vendor defined.

A mobile food vendor is a business using a self-contained, fully enclosed motorized vehicle from which food and/or beverages are sold, including attached trailers for smokers or grills, designed to be portable and not permanently attached to the ground that does not provide any inside seating for customers or members of the public.

Sec. 14-133. – Mobile food vendor operation in the city.

- (1) Mobile food vendors are permitted to operate in the following locations, subject to approval of a permit and compliance with all other requirements of this ordinance.
 - (a) Within paved parking lots in any FBC, B-1, B-2, B-3, I-1, I-2, or I-3 zoning district in the city;
 - (b) Within commercial areas of planned unit development zoning districts; and
 - (c) Within municipal parks during special events, as specifically authorized by the municipality.
- (2) No mobile food vendor shall operate (i) within a public street right-of-way or private street easement, (ii) on public property (except as provided in subsection (1)(c)), (iii) on undeveloped property, lots with unoccupied structures, and unpaved surfaces, or (iv.) in any residentially zoned district except at a catered event with a single party paying for the food or at a city approved special event.
- (3) No more than 3 mobile food vendors shall operate per day at any one location.
- (4) Hours of operation of a mobile food vendor shall be between 7:00 a.m. and 9:00 p.m.
- (5) No mobile food vendor may be kept on any operations site during non-operational hours.
- (6) A mobile food vendor parked at any allowed location shall not reduce the availability of the minimum number of parking spaces (exclusive of those occupied by the food vendor) required by the zoning ordinance for any other use on the lot and must ensure proper and safe parking is available for the mobile food vendor patrons.
- (7) The mobile food vendor may not operate within 200 feet from any permanent restaurant lawfully existing at the time the permit or renewal permit was issued and must be at least 200 feet from any K-12 school, and at least 50 feet from any residential zoning district.
- (8) A mobile food vendor vehicle shall not obstruct the visibility of motorists, nor obstruct parking lot circulation or block access to a public street, alley, fire hydrant, or sidewalk.

(9) Food preparation shall not occur outside of the mobile food vendor vehicle, except for the use of a grill or smoker attached to the mobile food vendor vehicle. Condiments may be placed on a shelf attached to the vehicle.

(10) No mobile food vendor shall make or cause to be made any noise violating the city's noise ordinance. Any music or verbalized information must not be heard outside of 30 feet from the truck.

(11) Attached extendable canopies exceeding 3 feet and external structures are prohibited. Mobile food vendors shall not use stakes, rods, or any method of support that is required to be drilled, driven, or otherwise fixed, in asphalt pavement, curbs, sidewalks or buildings;

(12) Outdoor seating may be permitted but shall not exceed two tables without written authorization from the city planner.

(13) Only those signs permanently affixed to or painted on the vehicle shall be permitted. Signs shall not project from the vehicle.

(14) No flashing, blinking or strobe lights are allowed when the mobile food vendor vehicle is parked and in operation. All exterior lights more than 60 watts shall contain opaque hood shields to direct illumination downward.

(15) Operators must supply, in a prominent location, trash containers sufficient in size to collect all waste generated by customers and staff of the mobile vending operation. Operators shall be responsible for the storage and daily disposal of all trash, refuse, and litter.

(16) Operators must prevent any liquid wastes used in the operation, except for clean ice melt, from being discharged or released from the vehicle or elsewhere in connection with the operation. Spills of food or food by-products shall be cleaned up. No gray water may be disposed of on the street or in any parks (including any park drains or restrooms) or in any storm drains. Vendors shall take appropriate precautions to prevent spills or other damages to the public property, including park land, sidewalks and streets. Vendors must pay to repair any damage to public property and for any cleaning of public property that is needed as a result of their operation.

Sec. 14-134. – City license required.

No individual or entity shall operate as a mobile food vendor in the city without a mobile food vendor license issued by the city, a general business license issued by the city, and with any other license that may be required by the city or any other governmental official, agency or entity.

Sec. 14-135. – License application.

Any individual or entity desiring a mobile food vendor license shall file an application, license fee, and related materials with the city planner on forms provided by the city planner. The application shall include (i) the applicant's name, address, and telephone number, (ii) the name, address, telephone number, cell phone number, and e-mail address of the principal contact(s) for the applicant, (iii) and a description including the manufacturer, model, color, vehicle identification or serial number, license plate number, and dimensions of each vehicle the applicant may use operating as a mobile food vendor in the city.

(a) The application shall be accompanied by a license fee in an amount established by resolution of the city council. The amount of the fee may be based on the number of vehicles that may be used for mobile food vending in the city.

(b) The application shall include a general description of the food (including beverage) products offer for sale, including the menu.

(c) The application shall be accompanied by copies of all necessary license or permits issued by the Kent County Health Department and any state agency or officer.

(d) The application shall be accompanied by current certificates of insurance showing the applicant has no-fault automobile and commercial general liability insurance coverage for the applicant's vehicles and business.

(e) An applicant (or, once a license is issued, a licensee) shall update the list of vehicles that may be used to provide services in the city to coincide with vehicles actually used within the city by sending written notification to the city clerk referring to the name on its city license, its city license number, and a description including the manufacturer, model, color, vehicle identification or serial number, the license plate number, and dimensions of each additional vehicle used in the city. That additional listing must also include (i) copies of certificates of insurance showing the applicant (licensee) has no-fault automobile insurance coverage for each additional vehicle and (ii) copies of all necessary license or permits issued by the Kent County Health Department and any state agency or officer for each additional vehicle.

Sec. 14-136. – Grounds for denial, suspension, revocation or nonrenewal.

In addition to grounds set forth elsewhere in this Code, any of the grounds state in section 14-138 are grounds for denying a license under this article or for the suspension, revocation, or nonrenewal of a license under this article after it is issued.

Sec. 14-137. – License issuance, term and possession.

(1) The city planner shall review the application and supporting materials to determine whether they are complete and include all required information. In the city planner's discretion, the city planner may consult with others to determine whether any grounds exist for denying issuance or renewal of a mobile food vendor license.

(2) The city planner shall seek written confirmation (i) from the city fire marshal or fire inspector that each vehicle that may be used by in the city in the mobile food vendor operation complies with applicable requirements of the applicable fire protection code, and (ii) from the city's registered building official that the noise and exhaust emitted by any generator on each vehicle that may be used by in the city in the mobile food vendor operation complies with applicable noise ordinance and other applicable legal requirements.

(3) If the city planner determines after reasonable review that an application and supporting materials for a mobile food vendor license are complete, the applicable fee(s) paid, and there are no grounds for denial or nonrenewal, the city planner shall issue the mobile food vendor license(s) specific to each vehicle that may be used in the city in a form prepared by the city planner and submit a copies to the city clerk.

(4) The license term shall expire on December 31 following its issuance unless the license is issued after November 1 of any year, in which case it shall expire on December 31 of the following calendar year.

(5) Provided the city planner determines there are no grounds for nonrenewal, a mobile food vendor license may be renewed for successive 1-year terms upon payment of the annual license fee to the city planner and filing of updated information on the application with updated supporting materials.

(6) A licensee must prominently display a copy of the license in a permanently affixed location in the food handling area of the vehicle specifically addressed by the license during operation. Vendors shall be ready to provide visual proof of the City permit and all necessary Kent County Health Department and/or State of Michigan permits at all time in addition to written authorization from the private property owner on whose parking lot the mobile food vendor will be located. That documentation must be presented, upon request, to any city police officer, fire fighter, code inspector, or other city officer or employee authorized to issue municipal civil infraction citations or traffic citations or otherwise charged with enforcing city ordinances.

Sec. 14-138. – License denial, suspension, revocation or nonrenewal.

If the city planner determines there are grounds for denial, suspension, revocation or nonrenewal of a mobile food vendor license as provided in this chapter, the city planner shall notify the applicant/licensee in writing addressed to the applicant/licensee’s e-mail address and street address as provided in the most recent application or application update filed with the city planner by the applicant/licensee. Notice shall be given by e-mail and shall also be either personally served, delivered by postage prepaid certified mail with return receipt requested, or delivered by courier service such as FedEx, UPS or similar carrier. The notice shall (i) state the reason for denial, suspension, revocation or nonrenewal, (ii) state the date on which any suspension or revocation is to commence, (iii) state the length and other terms of any suspension (such as, for example, the need to pay taxes or fees, the need to repair or restore damaged property, or other condition of ending the suspension), and (iv) inform the applicant/licensee of the appeal procedure under section 1-29 of this Code.

Sec. 14-139. – Violation as municipal civil infractions.

(1) A violation of this article is a municipal civil infraction punishable by a fine of \$100.00 for first offense, a fine of \$500.00 for a second offense, and fine of \$1500.00 for any third or subsequent offense.

(2) Any city official authorized to issue municipal civil infraction citations may issue a citation under this section.

(3) Any person may file a complaint about a mobile food vendor operation with the city planner. If after providing a licensee any opportunity to respond, the city planner, after considering any response, determines the mobile food service vendor violated this article (which also includes any grounds for referred to in section 14-136), the city planner shall consult the city attorney to issue citations, or take actions to suspend, revoke or deny renewal o any license.

Section 6. That this ordinance shall take effect on _____, 2020.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2020.

Kelli A. VandenBerg,
Wyoming City Clerk

October 28, 2020

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment for Mobile Food Vendors (Section 90-331) and Regulatory Ordinance Article XIII

Recommendation: To approve the subject Zoning Ordinance amendment and Regulatory Ordinance.

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 20, 2020. A motion was made by Micele, supported by Arnoys, to recommend to the City Council adoption of the new *Section 90-331 Standards for Mobile Food Vendors Zoning Ordinance* text amendment. The motion passed unanimously.

A second motion was entered by Arnoys, supported by Van Duren, to recommend to the City Council adoption of Article XIII to regulate mobile food vendor businesses in the city and provide penalties for violations of that article. The motion passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The City of Wyoming does not currently regulate mobile food vendors (commonly referred to as food trucks). The regulation of mobile food vendors is common practice and many municipalities in Kent County and Michigan have adopted ordinances to regulate this use. There has also been interest from council members, residents, and food truck operators for the city to establish regulatory guidance.

The adoption of the zoning and regulatory mobile food vendor ordinances will provide standards for the safe application of food trucks in Wyoming while also striving to:

1. Expand convenient and varied eating opportunities in the city;
2. Support culinary entrepreneurship and small business development by allowing mobile food vendors to operate safely within designated areas of the city; and



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

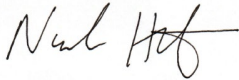
Jack A. Poll, Mayor

3. Protect brick and mortar businesses that have invested in the city and that pay property taxes while allowing for new businesses to enter the market.

During the public hearing no members of the public spoke on the proposed ordinances. The Grand Rapids Chamber of Commerce did submit a letter with some recommendations.

The proposed zoning code text amendment and Article XII regulatory ordinance are attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke at the end.

Nicole Hofert, City Planner
Department of Community Services

Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services

Weller stated that on page 10 of the minutes there was an error. He asked that the minutes be corrected as follows: where it references about trees planted behind the “building” it should have read trees planted behind the “berm”.

The minutes of the September 15, 2020 meeting were otherwise approved to stand as read.

APPROVAL OF AGENDA

Hofert provided a correction to the name of the developer listed in Agenda Item #3. The developer for the project is First Companies.

The agenda was otherwise approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

There was no public comment.

PUBLIC HEARING

AGENDA ITEM # 1

Request to amend Zoning Code Article 3 General Requirements by adding a new section that permits the operation of mobile food vendors in Wyoming (Wyoming Planning)

Hofert presented on the general background of the proposed amendment to Article 13 of the Zoning Code. This proposal is a request from staff to add zoning and regulatory ordinances in reference to mobile food vendors, commonly referred to as “food trucks.” Food trucks are defined as a food business using a self-contained, fully enclosed vehicle that is portable and not permanently attached to the ground and is open to the public.

Hofert stated that the City of Wyoming currently does not regulate mobile food vendors. The regulation of mobile food vendors is common practice and many municipalities in Kent County and Michigan have adopted ordinances to regulate this use.

Hofert explained that the Development Review Team had drafted the proposed ordinances in response to interest from Council members, residents, and businesses. Hofert stated that the adoption of the mobile food vendor ordinances provides standards for the safe application of food trucks in Wyoming while also striving to:

1. Expand convenient and varied eating opportunities in the city;
2. Support culinary entrepreneurship and small business development by allowing mobile food vendors to operate safely within designated areas of the city;

3. Protect brick and mortar businesses that have invested in the city and that pay property taxes while allowing for new businesses to enter the market.

The proposal includes allowances for food trucks to be operated in a wide variety of zone districts. Food trucks will be allowed within commercial areas of designated PUDs and in municipal parks during special events in City parks with a permit.

Hofert stated that there are several limitations on the use of food trucks within the city. They are not permitted to operate in a public street right of way area or private street. Food trucks are also not permitted on undeveloped property, unpaved surfaces, or in any residentially zoned district except at a special event approved by the City.

Food trucks will only be allowed to operate from 7:00am to 9:00pm. There will be a limit of three food trucks in one location, and they must be located 200 feet away from schools and restaurants. Food trucks cannot block fire lanes or use required parking spaces. All food truck operators would need to obtain a permit and they would be required to pay a fee. In addition, Health Department and fire safety certification would be also required.

Hofert stated that the Development Review Team recommended that Planning Commission adopt the recommended Section 90-331 text amendment and recommend the same to Council. It is also recommended that Planning Commission recommend to Council adoption of Article XIII to regulate mobile food vendor businesses in the city and provide penalties for violations of that article.

Hofert stated that the City received a comment from Grand Rapids Chamber of Commerce that had been provided to Commissioners.

DeLange opened the public comment period at 7:09pm. There was no public comment and it was closed at 7:09pm.

A motion was entered by Micele, supported by Arnoys, to adopt the recommended Section 90-331 text amendment.

DeLange asked for comments and discussion from the Commissioners.

Weller asked if the proposed approval had been crafted because it had worked well for other communities and if staff had used references from other cities to draft the proposed amendment. Hofert replied that many municipalities have adopted local food ordinances so there were many examples of regulatory ordinances and zoning ordinances that staff referred to in the drafting of the amendment.

Chatterley stated that she appreciated the comments that were submitted by the Grand Rapids Chamber. She agrees with the comment that it would be beneficial to remove the limit on the number of mobile food vendors in one day at one location if there is a proper approval from

the City. This has been beneficial for other cities and would be beneficial for Wyoming as well.

Arnoys asked if the food trucks must be owned by brick and mortar restaurants within the city as he knows it is a competitive area.

Goodheart asked if Hofert could go through the reasons for limiting the number of food trucks that would be permitted in one location. Goodheart also asked if food truck operators would be required to get approval from property owners prior to operating food trucks on said property.

A vote on the motion passed unanimously.

A motion was entered by Arnoys, and supported by Van Duren, to recommend to Council adoption of Article XIII to regulate mobile food vendor businesses in the city and provide penalties for violations of that article.

Micele noted that there was a typo on Article 138 and Hofert said that this would be corrected.

Arnoys asked how the City planned to capture compensation for food truck vendors that do not have a business in Wyoming so as to not negatively impact local businesses.

Hofert replied that the ordinance does not require a potential food truck vendor to be a business owner from Wyoming, but they would have to get a business license to operate. The requirements for the establishments of food trucks away from restaurants is meant to limit the potential for any negative impact on local businesses. There have been many national studies that have concluded that food trucks operating near commercial centers tend to attract business to the other retailers in the area.

Arnoys asked if there had been any feedback on the proposal from local restaurants.

Hofert replied that the only comments that have come in have been from people that want to apply to set up food trucks within the City.

Goodheart asked that Hofert to walk through staff's thoughts on the comments received from the Grand Rapids Chamber.

Hofert stated that the first recommendation by the Chamber was to allow a food truck within 200 feet of a restaurant if the restaurant had part ownership. Hofert stated the intent of the 200-foot limit is so food trucks would not be set up permanently in a parking lot or used as a way to expand a brick and mortar business on site. The limit of three trucks in one location was put in place to maintain control of parking spaces and traffic flow in the area.

Hofert invited Director Rynbrandt to speak about the comment allowing food trucks to operate in parks.

Rynbrandt stated that the City has a policy in place to prevent profit-making activities from happening in the City parks. The City already allows for food trucks in City parks during special events as long as there is a permit secured. Food trucks would be prevented from operating during softball games or other events in the City parks.

Hofert stated some of these comments from the Chamber are better addressed by utilizing the City's Special Events ordinance and application process.

DeLange stated that a special event process already exists in the City.

Goodheart asked if the 200-foot distance requirement was measured from the restaurant building or the property line, and Hofert replied that it was measured from the property line.

Weller stated that there had been many food truck vendors during fairs or carnivals in parking lots within the City and asked if those carnival events would also be allowed to host food trucks. Hofert replied that they would be and would be subject to approval through the Special Events process.

Hall stated that he would be in support of removing the 200-foot distance requirement in order to allow for more flexibility and to help local businesses thrive during the pandemic.

Hofert replied that City staff are always looking for ways to support local businesses, but there are concerns about enforcement and the long-term implications in terms of parking, exits and entrances, and fire safety. City staff do not receive a site plan for each truck. If a business wanted a special event permit to have recurring food trucks, that would be an option as well.

Hall asked if the City could try allowing food trucks closer to restaurants and correct any issues that arise instead of just denying requests.

Hofert stated that there was an allowance issued recently for outdoor seating, and that this had been the result of a mayoral order as part of the city's civil emergency to deal with the impact of Covid. A similar measure could be taken to have the mayor issue an order which would temporarily allow food trucks to operate closer than 200 feet to an existing brick and mortar restaurant.

DeLange stated that he agreed with Hofert that allowing permanent food trucks would cause conditions to deteriorate. Ordinances are difficult to change once they are in place.

Hall stated that he would rather have businesses get citations if they are in violation than tell them they cannot do it to begin with, and that likely this extended food truck situation would only happen during the pandemic.

Hall stated that executive orders only last for three months and that these were difficult to get issued.

Arnoys asked if food trucks would be permitted to sell alcohol. Hofert replied that this would not be permitted. Arnoys asked if alcohol would be permitted if the food truck is an extension of a restaurant, and Hofert replied that she will need to research and get an answer for the Commission on this.

Hall asked if food trucks were going to be regulated by the Health Department and Hofert replied that they were.

Hegyí stated that he understands that the process existing now allows for food trucks but takes about a month of review. He asked if the proposed change replaced the process in place in order to make it quicker.

Hofert replied that food trucks are not currently regulated, and planning staff does not review any food truck applications currently. This proposed process will require the operators to complete an application and certification, and the review and issuance of the permit would be timely.

Hegyí asked if the fire department would be required to inspect each truck, and Hofert replied that all food trucks would have to get certification by a fire department. The City is part of a consortium with others, including Grand Rapids and Kentwood, and would recognize approval letters from these communities.

Hegyí asked if a food truck vendor would be required to get a permit and fire inspection each time they wanted to operate. Hofert replied that food truck certifications are good for one year and owners would be allowed to operate as many times as they would like in that year.

Hegyí asked if all food trucks would need to be certified before they can go through the permit process and Hofert replied that they would.

Goodheart asked why a food truck vendor would go through the permit process without approval from a property owner to operate their truck on said property. Hofert replied that any truck issued a permit could operate for a year and that the City would not be approving each specific site that a truck would operate in. If a truck operates on private property without approval, that would be trespassing, and the property owner would have to call the police and make a report.

DeLange asked if each location would be approved, or if there would just be citations issued for non-compliance. Hofert replied that food truck permit applications are not reviewed on a site by site basis but rather there would be enforcement activities taking place for non-compliance.

Arnoys asked how this ordinance would apply to ice cream trucks that have been operating previously.

Rynbrandt stated that ice cream trucks and other small cart vendors are authorized through a permit from the City Clerk's office and have an ordinance that regulates their use.

VanDuren asked if food trucks would be permitted in residential areas outside the special event permitting process. Hofert replied that vendors would have to follow the special event approval process in order to operate in a residential area.

Chatterley referred to Section 14.133 in Article 3 and asked if more than three food trucks would be allowed in one location if there was a special event permit approval. Hofert replied that this was the case.

A vote on the motion passed unanimously.

AGENDA ITEM #2

Request for a special use approval for a self-storage facility at 5633 Division Ave S.
(Section 36) (PMG Holding LLC). Includes site plan approval.

Hofert outlined the proposed project and shared the property layout map. The applicant, Division Avenue Self Storage, is asking to develop three new buildings on the parcel, which already contains eight buildings. Previously, the property was operating as a self-storage facility prior to the FBC code amendment last year. The FBC code amendment permits, as a special use approval, self-storage facilities in Corridor Edge on Division Avenue south of 56th Street SW. Since the applicant is expanding their use, they now must receive special use approval. The new structures total 16,500 sf. The project also includes a new access drive, landscaping, relocated gated entry, and other site improvements.

Hofert stated that two separate actions are required on the proposal. The first is regarding the special approval request and the second relates to review of the site plan. Hofert presented on the project's conformance with the two required sets of standards as follows:

Section 90-507(3) establishes general review standards for special approval uses:

(a) The possible substantial and permanent adverse effect on neighboring property.

The proposed use is not expected to cause any adverse impact on the neighboring properties as the corridor contains a variety of commercial uses on larger lots. The expansion is located centrally on the site and will blend in with the existing development.

(b) The consistency with the spirit, purpose and intent of this chapter.

The proposed use would be consistent with the overall purpose of the zoning ordinance, as stated in Section 90-101.

Section 90-331 Standards for Mobile Food Vendors

In all Commercial and Industrial Zone Districts; commercial areas of planned unit developments; and other locations where permitted with limitations, mobile food vendors are permitted subject to compliance with the following standards:

- (1) Permits shall be valid for 12 consecutive months and shall be renewed annually.
- (2) Hours of mobile food vendor operation shall be between 7:00 a.m. and 9:00 p.m.
- (3) Operations shall only occur on paved lots and shall not reduce the area required for parking for any other use on the lot.
- (4) Operations shall be at least 200 feet from any permanent restaurant lawfully existing at the time the permit or renewal permit was issued and must be at least 200 feet from any K-12 school, and at least 50 feet from any residential zoning district.
- (5) Operations shall not obstruct the visibility of motorists, nor obstruct parking lot circulation or block access to a public street, alley, fire hydrant, or sidewalk.
- (6) Food preparation shall not occur outside of the mobile food vendor vehicle, except for the use of a grill or smoker attached to the mobile food vendor vehicle.
- (7) Signs must be permanently affixed to or painted on the mobile food unit and shall not project from the vehicle.
- (8) Operators shall be responsible for the storage and daily disposal of all trash, refuse, and litter.
- (9) No mobile food vendor unit may be stored after hours on any operations site.

ORDINANCE TO AMEND CHAPTER 14 OF THE CODE OF ORDINANCES BY ADDING ARTICLE XIII TO REGULATE MOBILE FOOD VENDOR BUSINESSES IN THE CITY AND PROVIDE PENALTIES FOR VIOLATIONS OF THAT ARTICLE.

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 14 of the Code of Ordinances, City of Wyoming, Michigan, is amended by adding Article XIII to read as follows:

ARTICLE XIII – MOBILE FOOD VENDORS

Sec. 14-131. – Purpose of article.

This article is intended to (i) expand convenient and varied eating opportunities in the city, (ii) support culinary entrepreneurship and small business development by allowing mobile food vendors to operate safely within designated areas of the city, and (iii) to protect brick and mortar businesses that have invested in the city and that pay property taxes while allowing for new businesses to enter the market.

Sec. 14-132. – Mobile food vendor defined.

A mobile food vendor is a business using a self-contained, fully enclosed motorized vehicle from which food and/or beverages are sold, including attached trailers for smokers or grills, designed to be portable and not permanently attached to the ground that does not provide any inside seating for customers or members of the public.

Sec. 14-133. – Mobile food vendor operation in the city.

- (1) Mobile food vendors are permitted to operate in the following locations, subject to approval of a permit and compliance with all other requirements of this ordinance.
 - (a) Within paved parking lots in any FBC, B-1, B-2, B-3, I-1, I-2, or I-3 zoning district in the city;
 - (b) Within commercial areas of planned unit development zoning districts; and
 - (c) Within municipal parks during special events, as specifically authorized by the municipality.
- (2) No mobile food vendor shall operate (i) within a public street right-of-way or private street easement, (ii) on public property (except as provided in subsection (1)(c)), (iii) on undeveloped property, lots with unoccupied structures, and unpaved surfaces, or (iv.) in any residentially zoned district except at a catered event with a single party paying for the food or at a city approved special event.
- (3) No more than 3 mobile food vendors shall operate per day at any one location.
- (4) Hours of operation of a mobile food vendor shall be between 7:00 a.m. and 9:00 p.m.
- (5) No mobile food vendor may be kept on any operations site during non-operational hours.
- (6) A mobile food vendor parked at any allowed location shall not reduce the availability of the minimum number of parking spaces (exclusive of those occupied by the food vendor) required by the zoning ordinance for any other use on the lot and must ensure proper and safe parking is available for the mobile food vendor patrons.
- (7) The mobile food vendor may not operate within 200 feet from any permanent restaurant lawfully existing at the time the permit or renewal permit was issued and must be at least 200 feet from any K-12 school, and at least 50 feet from any residential zoning district.
- (8) A mobile food vendor vehicle shall not obstruct the visibility of motorists, nor obstruct parking lot circulation or block access to a public street, alley, fire hydrant, or sidewalk.
- (9) Food preparation shall not occur outside of the mobile food vendor vehicle, except for the use of a grill or smoker attached to the mobile food vendor vehicle. Condiments may be placed on a shelf attached to the vehicle.
- (10) No mobile food vendor shall make or cause to be made any noise violating the city's noise ordinance. Any music or verbalized information must not be heard outside of 30 feet from the truck.
- (11) Attached extendable canopies exceeding 3 feet and external structures are prohibited. Mobile food vendors shall not use stakes, rods, or any method of support that is required to be drilled, driven, or otherwise fixed, in asphalt pavement, curbs, sidewalks or buildings;
- (12) Outdoor seating may be permitted but shall not exceed two tables without written authorization from the city planner.
- (13) Only those signs permanently affixed to or painted on the vehicle shall be permitted. Signs shall not project from the vehicle.

(14) No flashing, blinking or strobe lights are allowed when the mobile food vendor vehicle is parked and in operation. All exterior lights more than 60 watts shall contain opaque hood shields to direct illumination downward.

(15) Operators must supply, in a prominent location, trash containers sufficient in size to collect all waste generated by customers and staff of the mobile vending operation. Operators shall be responsible for the storage and daily disposal of all trash, refuse, and litter.

(16) Operators must prevent any liquid wastes used in the operation, except for clean ice melt, from being discharged or released from the vehicle or elsewhere in connection with the operation. Spills of food or food by-products shall be cleaned up. No gray water may be disposed of on the street or in any parks (including any park drains or restrooms) or in any storm drains. Vendors shall take appropriate precautions to prevent spills or other damages to the public property, including park land, sidewalks and streets. Vendors must pay to repair any damage to public property and for any cleaning of public property that is needed as a result of their operation.

Sec. 14-134. – City license required.

No individual or entity shall operate as a mobile food vendor in the city without a mobile food vendor license issued by the city, a general business license issued by the city, and with any other license that may be required by the city or any other governmental official, agency or entity.

Sec. 14-135. – License application.

Any individual or entity desiring a mobile food vendor license shall file an application, license fee, and related materials with the city planner on forms provided by the city planner. The application shall include (i) the applicant's name, address, and telephone number, (ii) the name, address, telephone number, cell phone number, and e-mail address of the principal contact(s) for the applicant, (iii) and a description including the manufacturer, model, color, vehicle identification or serial number, license plate number, and dimensions of each vehicle the applicant may use operating as a mobile food vendor in the city.

(a) The application shall be accompanied by a license fee in an amount established by resolution of the city council. The amount of the fee may be based on the number of vehicles that may be used for mobile food vending in the city.

(b) The application shall include a general description of the food (including beverage) products offer for sale, including the menu.

(c) The application shall be accompanied by copies of all necessary license or permits issued by the Kent County Health Department and any state agency or officer.

(d) The application shall be accompanied by current certificates of insurance showing the applicant has no-fault automobile and commercial general liability insurance coverage for the applicant's vehicles and business.

(e) An applicant (or, once a license is issued, a licensee) shall update the list of vehicles that may be used to provide services in the city to coincide with vehicles actually used within the city by sending written notification to the city clerk referring to the name on its city license, its city license number, and a description including the manufacturer, model, color, vehicle identification or serial number, the license plate number, and dimensions of each additional vehicle used in the city. That additional listing must also include (i) copies of certificates of insurance showing the applicant (licensee) has no-fault automobile insurance coverage for each additional vehicle and (ii) copies of all necessary license or permits issued by the Kent County Health Department and any state agency or officer for each additional vehicle.

Sec. 14-136. – Grounds for denial, suspension, revocation or nonrenewal.

In addition to grounds set forth elsewhere in this Code, any of the grounds state in section 14-138 are grounds for denying a license under this article or for the suspension, revocation, or nonrenewal of a license under this article after it is issued.

Sec. 14-137. – License issuance, term and possession.

(1) The city planner shall review the application and supporting materials to determine whether they are complete and include all required information. In the city planner's discretion, the city planner may consult with others to determine whether any grounds exist for denying issuance or renewal of a mobile food vendor license.

(2) The city planner shall seek written confirmation (i) from the city fire marshal or fire inspector that each vehicle that may be used by in the city in the mobile food vendor operation complies with applicable requirements of the applicable fire protection code, and (ii) from the city's registered building official that the noise and exhaust emitted by any generator on each vehicle that may be used by in the city in the

mobile food vendor operation complies with applicable noise ordinance and other applicable legal requirements.

(3) If the city planner determines after reasonable review that an application and supporting materials for a mobile food vendor license are complete, the applicable fee(s) paid, and there are no grounds for denial or nonrenewal, the city planner shall issue the mobile food vendor license(s) specific to each vehicle that may be used in the city in a form prepared by the city planner and submit a copies to the city clerk.

(4) The license term shall expire on December 31 following its issuance unless the license is issued after November 1 of any year, in which case it shall expire on December 31 of the following calendar year.

(5) Provided the city planner determines there are no grounds for nonrenewal, a mobile food vendor license may be renewed for successive 1-year terms upon payment of the annual license fee to the city planner and filing of updated information on the application with updated supporting materials.

(6) A licensee must prominently display a copy of the license in a permanently affixed location in the food handling area of the vehicle specifically addressed by the license during operation. Vendors shall be ready to provide visual proof of the City permit and all necessary Kent County Health Department and/or State of Michigan permits at all time in addition to written authorization from the private property owner on whose parking lot the mobile food vendor will be located. That documentation must be presented, upon request, to any city police officer, fire fighter, code inspector, or other city officer or employee authorized to issue municipal civil infraction citations or traffic citations or otherwise charged with enforcing city ordinances.

Sec. 14-138. – License denial, suspension, revocation or nonrenewal.

If the city planner determines there are grounds for denial, suspension, revocation or nonrenewal of a mobile food vendor license as provided in this chapter, the city planner shall notify the applicant/licensee in writing addressed to the applicant/licensee's e-mail address and street address as provided in the most recent application or application update filed with the city planner by the applicant/licensee. Notice shall be given by e-mail and shall also be either personally served, delivered by postage prepaid certified mail with return receipt requested, or delivered by courier service such as FedEx, UPS or similar carrier. The notice shall (i) state the reason for denial, suspension, revocation or nonrenewal, (ii) state the date on which any suspension or revocation is to commence, (iii) state the length and other terms of any suspension (such as, for example, the need to pay taxes or fees, the need to repair or restore damaged property, or other condition of ending the suspension), and (iv) inform the applicant/licensee of the appeal procedure under section 1-29 of this Code.

Sec. 14-139. – Violation as municipal civil infractions.

(1) A violation of this article is a municipal civil infraction punishable by a fine of \$100.00 for first offense, a fine of \$500.00 for a second offense, and fine of \$1500.00 for any third or subsequent offense.

(2) Any city official authorized to issue municipal civil infraction citations may issue a citation under this section.

(3) Any person may file a complaint about a mobile food vendor operation with the city planner. If after providing a licensee any opportunity to respond, the city planner, after considering any response, determines the mobile food service vendor violated this article (which also includes any grounds for referred to in section 14-136), the city planner shall consult the city attorney to issue citations, or take actions to suspend, revoke or deny renewal o any license.

Section 6. That this ordinance shall take effect on _____, 2020.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. __-20

ORDINANCE NO. 18-20

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES
BY ADDING SECTION 90-331 IN ARTICLE 3

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 3, Section 90-331 of the Code of Ordinances, City of Wyoming, Michigan is added to read as follows:

Sec. 90-331 STANDARDS FOR MOBILE FOOD VENDORS

In all Commercial and Industrial Zone Districts; commercial areas of planned unit developments; and other locations where permitted with limitations, mobile food vendors are permitted subject to compliance with the following standards:

- (1) Permits shall be valid for 12 consecutive months and shall be renewed annually.
- (2) Hours of mobile food vendor operation shall be between 7:00 a.m. and 9:00 p.m.
- (3) Operations shall only occur on paved lots and shall not reduce the area required for parking for any other use on the lot.
- (4) Operations shall be at least 200 feet from any permanent restaurant lawfully existing at the time the permit or renewal permit was issued and must be at least 200 feet from any K-12 school, and at least 50 feet from any residential zoning district.
- (5) Operations shall not obstruct the visibility of motorists, nor obstruct parking lot circulation or block access to a public street, alley, fire hydrant, or sidewalk.
- (6) Food preparation shall not occur outside of the mobile food vendor vehicle, except for the use of a grill or smoker attached to the mobile food vendor vehicle.
- (7) Signs must be permanently affixed to or painted on the mobile food unit and shall not project from the vehicle.
- (8) Operators shall be responsible for the storage and daily disposal of all trash, refuse, and litter.
- (9) No mobile food vendor unit may be stored after hours on any operations site.

Section 2. This ordinance shall take effect on _____, 2020.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2020.

Kelli A. VandenBerg,
Wyoming City Clerk

October 28, 2020

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment for Mobile Food Vendors (Section 90-331) and Regulatory Ordinance Article XIII

Recommendation: To approve the subject Zoning Ordinance amendment and Regulatory Ordinance.

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 20, 2020. A motion was made by Micele, supported by Arnoys, to recommend to the City Council adoption of the new *Section 90-331 Standards for Mobile Food Vendors Zoning Ordinance* text amendment. The motion passed unanimously.

A second motion was entered by Arnoys, supported by Van Duren, to recommend to the City Council adoption of Article XIII to regulate mobile food vendor businesses in the city and provide penalties for violations of that article. The motion passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The City of Wyoming does not currently regulate mobile food vendors (commonly referred to as food trucks). The regulation of mobile food vendors is common practice and many municipalities in Kent County and Michigan have adopted ordinances to regulate this use. There has also been interest from council members, residents, and food truck operators for the city to establish regulatory guidance.

The adoption of the zoning and regulatory mobile food vendor ordinances will provide standards for the safe application of food trucks in Wyoming while also striving to:

1. Expand convenient and varied eating opportunities in the city;
2. Support culinary entrepreneurship and small business development by allowing mobile food vendors to operate safely within designated areas of the city; and



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

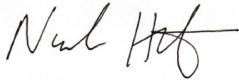
Jack A. Poll, Mayor

3. Protect brick and mortar businesses that have invested in the city and that pay property taxes while allowing for new businesses to enter the market.

During the public hearing no members of the public spoke on the proposed ordinances. The Grand Rapids Chamber of Commerce did submit a letter with some recommendations.

The proposed zoning code text amendment and Article XII regulatory ordinance are attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a long horizontal stroke at the end.

Nicole Hofert, City Planner
Department of Community Services

Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services

Weller stated that on page 10 of the minutes there was an error. He asked that the minutes be corrected as follows: where it references about trees planted behind the “building” it should have read trees planted behind the “berm”.

The minutes of the September 15, 2020 meeting were otherwise approved to stand as read.

APPROVAL OF AGENDA

Hofert provided a correction to the name of the developer listed in Agenda Item #3. The developer for the project is First Companies.

The agenda was otherwise approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

There was no public comment.

PUBLIC HEARING

AGENDA ITEM # 1

Request to amend Zoning Code Article 3 General Requirements by adding a new section that permits the operation of mobile food vendors in Wyoming (Wyoming Planning)

Hofert presented on the general background of the proposed amendment to Article 13 of the Zoning Code. This proposal is a request from staff to add zoning and regulatory ordinances in reference to mobile food vendors, commonly referred to as “food trucks.” Food trucks are defined as a food business using a self-contained, fully enclosed vehicle that is portable and not permanently attached to the ground and is open to the public.

Hofert stated that the City of Wyoming currently does not regulate mobile food vendors. The regulation of mobile food vendors is common practice and many municipalities in Kent County and Michigan have adopted ordinances to regulate this use.

Hofert explained that the Development Review Team had drafted the proposed ordinances in response to interest from Council members, residents, and businesses. Hofert stated that the adoption of the mobile food vendor ordinances provides standards for the safe application of food trucks in Wyoming while also striving to:

1. Expand convenient and varied eating opportunities in the city;
2. Support culinary entrepreneurship and small business development by allowing mobile food vendors to operate safely within designated areas of the city;

3. Protect brick and mortar businesses that have invested in the city and that pay property taxes while allowing for new businesses to enter the market.

The proposal includes allowances for food trucks to be operated in a wide variety of zone districts. Food trucks will be allowed within commercial areas of designated PUDs and in municipal parks during special events in City parks with a permit.

Hofert stated that there are several limitations on the use of food trucks within the city. They are not permitted to operate in a public street right of way area or private street. Food trucks are also not permitted on undeveloped property, unpaved surfaces, or in any residentially zoned district except at a special event approved by the City.

Food trucks will only be allowed to operate from 7:00am to 9:00pm. There will be a limit of three food trucks in one location, and they must be located 200 feet away from schools and restaurants. Food trucks cannot block fire lanes or use required parking spaces. All food truck operators would need to obtain a permit and they would be required to pay a fee. In addition, Health Department and fire safety certification would be also required.

Hofert stated that the Development Review Team recommended that Planning Commission adopt the recommended Section 90-331 text amendment and recommend the same to Council. It is also recommended that Planning Commission recommend to Council adoption of Article XIII to regulate mobile food vendor businesses in the city and provide penalties for violations of that article.

Hofert stated that the City received a comment from Grand Rapids Chamber of Commerce that had been provided to Commissioners.

DeLange opened the public comment period at 7:09pm. There was no public comment and it was closed at 7:09pm.

A motion was entered by Micele, supported by Arnoys, to adopt the recommended Section 90-331 text amendment.

DeLange asked for comments and discussion from the Commissioners.

Weller asked if the proposed approval had been crafted because it had worked well for other communities and if staff had used references from other cities to draft the proposed amendment. Hofert replied that many municipalities have adopted local food ordinances so there were many examples of regulatory ordinances and zoning ordinances that staff referred to in the drafting of the amendment.

Chatterley stated that she appreciated the comments that were submitted by the Grand Rapids Chamber. She agrees with the comment that it would be beneficial to remove the limit on the number of mobile food vendors in one day at one location if there is a proper approval from

the City. This has been beneficial for other cities and would be beneficial for Wyoming as well.

Arnoys asked if the food trucks must be owned by brick and mortar restaurants within the city as he knows it is a competitive area.

Goodheart asked if Hofert could go through the reasons for limiting the number of food trucks that would be permitted in one location. Goodheart also asked if food truck operators would be required to get approval from property owners prior to operating food trucks on said property.

A vote on the motion passed unanimously.

A motion was entered by Arnoys, and supported by Van Duren, to recommend to Council adoption of Article XIII to regulate mobile food vendor businesses in the city and provide penalties for violations of that article.

Micele noted that there was a typo on Article 138 and Hofert said that this would be corrected.

Arnoys asked how the City planned to capture compensation for food truck vendors that do not have a business in Wyoming so as to not negatively impact local businesses.

Hofert replied that the ordinance does not require a potential food truck vendor to be a business owner from Wyoming, but they would have to get a business license to operate. The requirements for the establishments of food trucks away from restaurants is meant to limit the potential for any negative impact on local businesses. There have been many national studies that have concluded that food trucks operating near commercial centers tend to attract business to the other retailers in the area.

Arnoys asked if there had been any feedback on the proposal from local restaurants.

Hofert replied that the only comments that have come in have been from people that want to apply to set up food trucks within the City.

Goodheart asked that Hofert to walk through staff's thoughts on the comments received from the Grand Rapids Chamber.

Hofert stated that the first recommendation by the Chamber was to allow a food truck within 200 feet of a restaurant if the restaurant had part ownership. Hofert stated the intent of the 200-foot limit is so food trucks would not be set up permanently in a parking lot or used as a way to expand a brick and mortar business on site. The limit of three trucks in one location was put in place to maintain control of parking spaces and traffic flow in the area.

Hofert invited Director Rynbrandt to speak about the comment allowing food trucks to operate in parks.

Rynbrandt stated that the City has a policy in place to prevent profit-making activities from happening in the City parks. The City already allows for food trucks in City parks during special events as long as there is a permit secured. Food trucks would be prevented from operating during softball games or other events in the City parks.

Hofert stated some of these comments from the Chamber are better addressed by utilizing the City's Special Events ordinance and application process.

DeLange stated that a special event process already exists in the City.

Goodheart asked if the 200-foot distance requirement was measured from the restaurant building or the property line, and Hofert replied that it was measured from the property line.

Weller stated that there had been many food truck vendors during fairs or carnivals in parking lots within the City and asked if those carnival events would also be allowed to host food trucks. Hofert replied that they would be and would be subject to approval through the Special Events process.

Hall stated that he would be in support of removing the 200-foot distance requirement in order to allow for more flexibility and to help local businesses thrive during the pandemic.

Hofert replied that City staff are always looking for ways to support local businesses, but there are concerns about enforcement and the long-term implications in terms of parking, exits and entrances, and fire safety. City staff do not receive a site plan for each truck. If a business wanted a special event permit to have recurring food trucks, that would be an option as well.

Hall asked if the City could try allowing food trucks closer to restaurants and correct any issues that arise instead of just denying requests.

Hofert stated that there was an allowance issued recently for outdoor seating, and that this had been the result of a mayoral order as part of the city's civil emergency to deal with the impact of Covid. A similar measure could be taken to have the mayor issue an order which would temporarily allow food trucks to operate closer than 200 feet to an existing brick and mortar restaurant.

DeLange stated that he agreed with Hofert that allowing permanent food trucks would cause conditions to deteriorate. Ordinances are difficult to change once they are in place.

Hall stated that he would rather have businesses get citations if they are in violation than tell them they cannot do it to begin with, and that likely this extended food truck situation would only happen during the pandemic.

Hall stated that executive orders only last for three months and that these were difficult to get issued.

Arnoys asked if food trucks would be permitted to sell alcohol. Hofert replied that this would not be permitted. Arnoys asked if alcohol would be permitted if the food truck is an extension of a restaurant, and Hofert replied that she will need to research and get an answer for the Commission on this.

Hall asked if food trucks were going to be regulated by the Health Department and Hofert replied that they were.

Hegyí stated that he understands that the process existing now allows for food trucks but takes about a month of review. He asked if the proposed change replaced the process in place in order to make it quicker.

Hofert replied that food trucks are not currently regulated, and planning staff does not review any food truck applications currently. This proposed process will require the operators to complete an application and certification, and the review and issuance of the permit would be timely.

Hegyí asked if the fire department would be required to inspect each truck, and Hofert replied that all food trucks would have to get certification by a fire department. The City is part of a consortium with others, including Grand Rapids and Kentwood, and would recognize approval letters from these communities.

Hegyí asked if a food truck vendor would be required to get a permit and fire inspection each time they wanted to operate. Hofert replied that food truck certifications are good for one year and owners would be allowed to operate as many times as they would like in that year.

Hegyí asked if all food trucks would need to be certified before they can go through the permit process and Hofert replied that they would.

Goodheart asked why a food truck vendor would go through the permit process without approval from a property owner to operate their truck on said property. Hofert replied that any truck issued a permit could operate for a year and that the City would not be approving each specific site that a truck would operate in. If a truck operates on private property without approval, that would be trespassing, and the property owner would have to call the police and make a report.

DeLange asked if each location would be approved, or if there would just be citations issued for non-compliance. Hofert replied that food truck permit applications are not reviewed on a site by site basis but rather there would be enforcement activities taking place for non-compliance.

Arnoys asked how this ordinance would apply to ice cream trucks that have been operating previously.

Rynbrandt stated that ice cream trucks and other small cart vendors are authorized through a permit from the City Clerk's office and have an ordinance that regulates their use.

VanDuren asked if food trucks would be permitted in residential areas outside the special event permitting process. Hofert replied that vendors would have to follow the special event approval process in order to operate in a residential area.

Chatterley referred to Section 14.133 in Article 3 and asked if more than three food trucks would be allowed in one location if there was a special event permit approval. Hofert replied that this was the case.

A vote on the motion passed unanimously.

AGENDA ITEM #2

Request for a special use approval for a self-storage facility at 5633 Division Ave S.
(Section 36) (PMG Holding LLC). Includes site plan approval.

Hofert outlined the proposed project and shared the property layout map. The applicant, Division Avenue Self Storage, is asking to develop three new buildings on the parcel, which already contains eight buildings. Previously, the property was operating as a self-storage facility prior to the FBC code amendment last year. The FBC code amendment permits, as a special use approval, self-storage facilities in Corridor Edge on Division Avenue south of 56th Street SW. Since the applicant is expanding their use, they now must receive special use approval. The new structures total 16,500 sf. The project also includes a new access drive, landscaping, relocated gated entry, and other site improvements.

Hofert stated that two separate actions are required on the proposal. The first is regarding the special approval request and the second relates to review of the site plan. Hofert presented on the project's conformance with the two required sets of standards as follows:

Section 90-507(3) establishes general review standards for special approval uses:

(a) *The possible substantial and permanent adverse effect on neighboring property.*

The proposed use is not expected to cause any adverse impact on the neighboring properties as the corridor contains a variety of commercial uses on larger lots. The expansion is located centrally on the site and will blend in with the existing development.

(b) *The consistency with the spirit, purpose and intent of this chapter.*

The proposed use would be consistent with the overall purpose of the zoning ordinance, as stated in Section 90-101.

Section 90-331 Standards for Mobile Food Vendors

In all Commercial and Industrial Zone Districts; commercial areas of planned unit developments; and other locations where permitted with limitations, mobile food vendors are permitted subject to compliance with the following standards:

- (1) Permits shall be valid for 12 consecutive months and shall be renewed annually.
- (2) Hours of mobile food vendor operation shall be between 7:00 a.m. and 9:00 p.m.
- (3) Operations shall only occur on paved lots and shall not reduce the area required for parking for any other use on the lot.
- (4) Operations shall be at least 200 feet from any permanent restaurant lawfully existing at the time the permit or renewal permit was issued and must be at least 200 feet from any K-12 school, and at least 50 feet from any residential zoning district.
- (5) Operations shall not obstruct the visibility of motorists, nor obstruct parking lot circulation or block access to a public street, alley, fire hydrant, or sidewalk.
- (6) Food preparation shall not occur outside of the mobile food vendor vehicle, except for the use of a grill or smoker attached to the mobile food vendor vehicle.
- (7) Signs must be permanently affixed to or painted on the mobile food unit and shall not project from the vehicle.
- (8) Operators shall be responsible for the storage and daily disposal of all trash, refuse, and litter.
- (9) No mobile food vendor unit may be stored after hours on any operations site.

ORDINANCE TO AMEND CHAPTER 14 OF THE CODE OF ORDINANCES BY ADDING ARTICLE XIII TO REGULATE MOBILE FOOD VENDOR BUSINESSES IN THE CITY AND PROVIDE PENALTIES FOR VIOLATIONS OF THAT ARTICLE.

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 14 of the Code of Ordinances, City of Wyoming, Michigan, is amended by adding Article XIII to read as follows:

ARTICLE XIII – MOBILE FOOD VENDORS

Sec. 14-131. – Purpose of article.

This article is intended to (i) expand convenient and varied eating opportunities in the city, (ii) support culinary entrepreneurship and small business development by allowing mobile food vendors to operate safely within designated areas of the city, and (iii) to protect brick and mortar businesses that have invested in the city and that pay property taxes while allowing for new businesses to enter the market.

Sec. 14-132. – Mobile food vendor defined.

A mobile food vendor is a business using a self-contained, fully enclosed motorized vehicle from which food and/or beverages are sold, including attached trailers for smokers or grills, designed to be portable and not permanently attached to the ground that does not provide any inside seating for customers or members of the public.

Sec. 14-133. – Mobile food vendor operation in the city.

- (1) Mobile food vendors are permitted to operate in the following locations, subject to approval of a permit and compliance with all other requirements of this ordinance.
 - (a) Within paved parking lots in any FBC, B-1, B-2, B-3, I-1, I-2, or I-3 zoning district in the city;
 - (b) Within commercial areas of planned unit development zoning districts; and
 - (c) Within municipal parks during special events, as specifically authorized by the municipality.
- (2) No mobile food vendor shall operate (i) within a public street right-of-way or private street easement, (ii) on public property (except as provided in subsection (1)(c)), (iii) on undeveloped property, lots with unoccupied structures, and unpaved surfaces, or (iv.) in any residentially zoned district except at a catered event with a single party paying for the food or at a city approved special event.
- (3) No more than 3 mobile food vendors shall operate per day at any one location.
- (4) Hours of operation of a mobile food vendor shall be between 7:00 a.m. and 9:00 p.m.
- (5) No mobile food vendor may be kept on any operations site during non-operational hours.
- (6) A mobile food vendor parked at any allowed location shall not reduce the availability of the minimum number of parking spaces (exclusive of those occupied by the food vendor) required by the zoning ordinance for any other use on the lot and must ensure proper and safe parking is available for the mobile food vendor patrons.
- (7) The mobile food vendor may not operate within 200 feet from any permanent restaurant lawfully existing at the time the permit or renewal permit was issued and must be at least 200 feet from any K-12 school, and at least 50 feet from any residential zoning district.
- (8) A mobile food vendor vehicle shall not obstruct the visibility of motorists, nor obstruct parking lot circulation or block access to a public street, alley, fire hydrant, or sidewalk.
- (9) Food preparation shall not occur outside of the mobile food vendor vehicle, except for the use of a grill or smoker attached to the mobile food vendor vehicle. Condiments may be placed on a shelf attached to the vehicle.
- (10) No mobile food vendor shall make or cause to be made any noise violating the city's noise ordinance. Any music or verbalized information must not be heard outside of 30 feet from the truck.
- (11) Attached extendable canopies exceeding 3 feet and external structures are prohibited. Mobile food vendors shall not use stakes, rods, or any method of support that is required to be drilled, driven, or otherwise fixed, in asphalt pavement, curbs, sidewalks or buildings;
- (12) Outdoor seating may be permitted but shall not exceed two tables without written authorization from the city planner.
- (13) Only those signs permanently affixed to or painted on the vehicle shall be permitted. Signs shall not project from the vehicle.

(14) No flashing, blinking or strobe lights are allowed when the mobile food vendor vehicle is parked and in operation. All exterior lights more than 60 watts shall contain opaque hood shields to direct illumination downward.

(15) Operators must supply, in a prominent location, trash containers sufficient in size to collect all waste generated by customers and staff of the mobile vending operation. Operators shall be responsible for the storage and daily disposal of all trash, refuse, and litter.

(16) Operators must prevent any liquid wastes used in the operation, except for clean ice melt, from being discharged or released from the vehicle or elsewhere in connection with the operation. Spills of food or food by-products shall be cleaned up. No gray water may be disposed of on the street or in any parks (including any park drains or restrooms) or in any storm drains. Vendors shall take appropriate precautions to prevent spills or other damages to the public property, including park land, sidewalks and streets. Vendors must pay to repair any damage to public property and for any cleaning of public property that is needed as a result of their operation.

Sec. 14-134. – City license required.

No individual or entity shall operate as a mobile food vendor in the city without a mobile food vendor license issued by the city, a general business license issued by the city, and with any other license that may be required by the city or any other governmental official, agency or entity.

Sec. 14-135. – License application.

Any individual or entity desiring a mobile food vendor license shall file an application, license fee, and related materials with the city planner on forms provided by the city planner. The application shall include (i) the applicant's name, address, and telephone number, (ii) the name, address, telephone number, cell phone number, and e-mail address of the principal contact(s) for the applicant, (iii) and a description including the manufacturer, model, color, vehicle identification or serial number, license plate number, and dimensions of each vehicle the applicant may use operating as a mobile food vendor in the city.

(a) The application shall be accompanied by a license fee in an amount established by resolution of the city council. The amount of the fee may be based on the number of vehicles that may be used for mobile food vending in the city.

(b) The application shall include a general description of the food (including beverage) products offer for sale, including the menu.

(c) The application shall be accompanied by copies of all necessary license or permits issued by the Kent County Health Department and any state agency or officer.

(d) The application shall be accompanied by current certificates of insurance showing the applicant has no-fault automobile and commercial general liability insurance coverage for the applicant's vehicles and business.

(e) An applicant (or, once a license is issued, a licensee) shall update the list of vehicles that may be used to provide services in the city to coincide with vehicles actually used within the city by sending written notification to the city clerk referring to the name on its city license, its city license number, and a description including the manufacturer, model, color, vehicle identification or serial number, the license plate number, and dimensions of each additional vehicle used in the city. That additional listing must also include (i) copies of certificates of insurance showing the applicant (licensee) has no-fault automobile insurance coverage for each additional vehicle and (ii) copies of all necessary license or permits issued by the Kent County Health Department and any state agency or officer for each additional vehicle.

Sec. 14-136. – Grounds for denial, suspension, revocation or nonrenewal.

In addition to grounds set forth elsewhere in this Code, any of the grounds state in section 14-138 are grounds for denying a license under this article or for the suspension, revocation, or nonrenewal of a license under this article after it is issued.

Sec. 14-137. – License issuance, term and possession.

(1) The city planner shall review the application and supporting materials to determine whether they are complete and include all required information. In the city planner's discretion, the city planner may consult with others to determine whether any grounds exist for denying issuance or renewal of a mobile food vendor license.

(2) The city planner shall seek written confirmation (i) from the city fire marshal or fire inspector that each vehicle that may be used by in the city in the mobile food vendor operation complies with applicable requirements of the applicable fire protection code, and (ii) from the city's registered building official that the noise and exhaust emitted by any generator on each vehicle that may be used by in the city in the

mobile food vendor operation complies with applicable noise ordinance and other applicable legal requirements.

(3) If the city planner determines after reasonable review that an application and supporting materials for a mobile food vendor license are complete, the applicable fee(s) paid, and there are no grounds for denial or nonrenewal, the city planner shall issue the mobile food vendor license(s) specific to each vehicle that may be used in the city in a form prepared by the city planner and submit a copies to the city clerk.

(4) The license term shall expire on December 31 following its issuance unless the license is issued after November 1 of any year, in which case it shall expire on December 31 of the following calendar year.

(5) Provided the city planner determines there are no grounds for nonrenewal, a mobile food vendor license may be renewed for successive 1-year terms upon payment of the annual license fee to the city planner and filing of updated information on the application with updated supporting materials.

(6) A licensee must prominently display a copy of the license in a permanently affixed location in the food handling area of the vehicle specifically addressed by the license during operation. Vendors shall be ready to provide visual proof of the City permit and all necessary Kent County Health Department and/or State of Michigan permits at all time in addition to written authorization from the private property owner on whose parking lot the mobile food vendor will be located. That documentation must be presented, upon request, to any city police officer, fire fighter, code inspector, or other city officer or employee authorized to issue municipal civil infraction citations or traffic citations or otherwise charged with enforcing city ordinances.

Sec. 14-138. – License denial, suspension, revocation or nonrenewal.

If the city planner determines there are grounds for denial, suspension, revocation or nonrenewal of a mobile food vendor license as provided in this chapter, the city planner shall notify the applicant/licensee in writing addressed to the applicant/licensee's e-mail address and street address as provided in the most recent application or application update filed with the city planner by the applicant/licensee. Notice shall be given by e-mail and shall also be either personally served, delivered by postage prepaid certified mail with return receipt requested, or delivered by courier service such as FedEx, UPS or similar carrier. The notice shall (i) state the reason for denial, suspension, revocation or nonrenewal, (ii) state the date on which any suspension or revocation is to commence, (iii) state the length and other terms of any suspension (such as, for example, the need to pay taxes or fees, the need to repair or restore damaged property, or other condition of ending the suspension), and (iv) inform the applicant/licensee of the appeal procedure under section 1-29 of this Code.

Sec. 14-139. – Violation as municipal civil infractions.

(1) A violation of this article is a municipal civil infraction punishable by a fine of \$100.00 for first offense, a fine of \$500.00 for a second offense, and fine of \$1500.00 for any third or subsequent offense.

(2) Any city official authorized to issue municipal civil infraction citations may issue a citation under this section.

(3) Any person may file a complaint about a mobile food vendor operation with the city planner. If after providing a licensee any opportunity to respond, the city planner, after considering any response, determines the mobile food service vendor violated this article (which also includes any grounds for referred to in section 14-136), the city planner shall consult the city attorney to issue citations, or take actions to suspend, revoke or deny renewal o any license.

Section 6. That this ordinance shall take effect on _____, 2020.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. __-20

ORDINANCE NO. 1-21

ORDINANCE TO AMEND SECTIONS 2-403 AND 2-423 OF THE CODE OF
ORDINANCES TO MODIFY REQUIREMENTS TO SERVE ON THE HISTORICAL
COMMISSION AND COMMUNITY ENRICHMENT COMMISSION

THE CITY OF WYOMING ORDAINS:

Section 1. That section 2-403 of the Code of the City of Wyoming, Michigan, is amended to read as follows:

Sec. 2-403. - Membership and appointment.

The Wyoming Historical Commission shall consist of not less than five and not more than nine members appointed by the mayor with the approval of the city council for terms of three years. The first members appointed pursuant to this section shall have terms adjusted to allow for one-third of the members to have terms expiring each year. The members appointed pursuant to this section shall constitute the board of directors and shall be the voting members of the Historical Commission. The Historical Commission may add additional non-voting members in its discretion.

Section 2. That section 2-423 of the Code of the City of Wyoming, Michigan, is amended to read as follows:

Sec. 2-423. - Membership and appointment.

The Wyoming Community Enrichment Commission shall consist of not less than five and not more than 11 members appointed by the mayor with the approval of the city council for terms of three years. The first members appointed pursuant to this section shall have terms adjusted to allow for one-third of the members to have terms expiring each year. The terms of office shall be as provided in this chapter. The members appointed pursuant to this section shall constitute the board of directors and shall be the voting members of the Community Enrichment Commission. The Community Enrichment Commission may add additional non-voting members in its discretion.

Section 3. That this ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on January __, 2021.

Kelli A. Vandenberg
Wyoming City Clerk

STAFF REPORT

Date: November 23, 2020
Subject: Historical Commission and CEC ordinance amendments
From: Scott Smith, City Attorney
Meeting Date: December 7, 2020

RECOMMENDATIONS:

Adopt the Ordinance to Amend Sections 2-403 and 2-423 of the Code of Ordinances to Modify Requirements to Serve on the Historical Commission and Community Enrichment Commission.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Persons keenly interested in serving the Historical Commission and Community Enrichment Commission include residents, former residents, and non-residents particularly interested in Wyoming history or cultural opportunities. These amendments also permit members of the Wyoming business community to serve perhaps expanding the experience, expertise and fundraising potential for these bodies. If passed, these bylaws amendments will enable such persons to serve.

Safety – This resolution will have no impact on safety.

Stewardship – Changes allowing nonresidents to serve may broaden the scope of available persons willing to serve these bodies.

DISCUSSION:

The proposed ordinance changes will allow nonresidents to serve on these bodies.

BUDGET IMPACT:

These bylaws changes will have no budget impacts.